



Request for Tender
Contract 1476194

INVITATION FOR TENDER

To

SUPPLY GOODS, SERVICES & PLANT HIRE

For

PERIOD MARCH 2023 TO FEBRUARY 2026

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1. “REQUEST FOR TENDER” ADVERTISEMENT

CONTRACT No 1476194

REQUEST FOR TENDER

**For Supply Of
Goods, Services & Plant Hire**

Tenders Closing

Tenders close at 12 noon, Wednesday, 15th February, 2023

Tenders are invited from suitably qualified and experienced contractors and service providers to supply services within the Cabonne Shire Council areas of service.

Documentation may be obtained from Cabonne Shire Council’s website

<http://www.cabonne.nsw.gov.au> or e-tendering website: www.tenderlink.com/cabonne

The Principal shall not be bound to accept the lowest or any quotation.

PO Box 17
Molong NSW 2866

Brad Byrnes
General Manager

2. CONDITIONS OF TENDERING

INTRODUCTION

Council is seeking tenders from prospective tenderers for the supply of goods, services & plant hire for the period March 2023 to February 2026.

GENERAL

The Council reserves the right to call separate Tenders for any specified services for a major project or where it deems it necessary or will provide a benefit to Council.

GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT 2009

Pursuant to Section 121 of the Government Information Public Access (GIPA) Act the contractor must enable Council to have an immediate right of access to information:

- relating directly to the performance of services by the contractor;
- collected by the contractor from members of the public to whom it provides, or offers to provide, the services; and
- received by the contractor from the agency to enable the contractor to provide the services.

Section 121 does not require a contractor to provide access to information that:

- would reveal the contractor's financing arrangements, financial modelling, cost structure or profit margins;
- the contractor is prohibited from disclosing under any Australian law; or
- could place the contractor at a substantial commercial disadvantage in present or future dealings with Council.

FEES

The fee structure applicable for submissions to this request for quotation shall be NIL.

ACCOMPANYING DOCUMENTS

The contract documents for this project are available at www.cabonne.nsw.gov.au or www.tenderlink.com/cabonne comprise the Council's individual:-

- Work Health and Safety Policies
- Codes of Conduct
- Statements of Business Ethics

RESPONSE TO TENDER

In responding to the tender, tenderers are requested to provide the following:-

- Completed Tender Form.
- Completed Schedule of Rates for those tenders being submitted.
- Relevant Insurances: Public Liability, Professional Indemnity, Vehicle Insurance & Workers Compensation, where applicable.
- Any other information, terms and conditions considered relevant.

Notwithstanding any other requirement of the Tender documents, the Council's assessment panel may, before any Tender is accepted, require a Tenderers to submit additional information. Should the Tenderer fail to submit any of the information so required in the time stipulated, the assessment panel may treat the Tender as informal.

Successful Tenderer's shall be deemed to have:

- Examined the information made available at the time of tendering, together with relevant information obtainable by the making of reasonable enquiries.
- Satisfied themselves as to the correctness and sufficiency of the Tender for the costs of performing obligations under the Contract.

Failure by a successful Tenderer to do all or any of the things deemed to have been done under this clause will not relieve them of their liability to perform obligations under the Contract.

ENQUIRY OFFICER

Enquiries regarding this Tender may be directed to:

Name: Mr Charlie Harris
Position: Department Leader Urban Infrastructure
Phone: (02) 6390 7100
Email: council@cabonne.nsw.gov.au

TENDER VALIDITY PERIOD

Tender submissions will be evaluated and noted as a 'Standing Offer' from the Contractor. Tenders shall be valid for the period March 2023 to February 2026.

TENDER LODGEMENT REQUIREMENTS

Councils preferred submission method is via Council's electronic Vendor Platform:

www.tenderlink.com/cabonne

Hardcopy Tenders shall be submitted on relevant portion of the Schedule of Rates, Section 5 and are to be enclosed in a sealed envelope and the envelope marked legibly as follows:

Contract No: 1476194

Tender for: Goods, Services & Plant Hire 2023-2026

And either:

Delivered by hand or by courier and placed in the:

Tender Box
Cabonne Shire Council
99-101 Bank Street
MOLONG NSW 2866

Or

Mailed to the Tender Box addressed as follows:

Contract 1476194, Goods, Services & Plant Hire 2023-2026
Tender Box
Cabonne Shire Council
PO Box 17
MOLONG NSW 2866

So as to be received **before the closing time and date for tenders.**

Time: 12 Noon
Date: Wednesday, 15th February, 2023

LATE TENDERS

Late tenders will only be considered in accordance with the Local Government (General Regulation).

ASSESSMENT OF TENDER SUBMISSION

All submissions will be considered, and in so doing will take into account:

- The experience of the applicant in fulfilling the requirements of similar work;
- The capacity of the applicant to fulfil the requirements of the proposed work;
- Price,
- WH&S

ABN: 41992 919 200
Phone: 02 6390 7100
Email: council@cabonne.nsw.gov.au

PO Box 17, Molong NSW 2866
Fax: 02 6392 3260
Website: www.cabonne.nsw.gov.au

The Council is not bound to accept any proposal and may, in its absolute discretion, reject any or all proposals submitted.

ACCEPTANCE OF TENDERS

After considering the submission, Council will either:

- a. List the applicant as a recognised contractor for some or all kinds of work or materials specified in the application; or,
- b. Reject the submission in whole or part.

The assessment panel shall not be bound to accept the lowest or any Tender, or Part Tender, and Fresh Tenders may be invited at such time as may be determined.

A Tender shall not be deemed to have been accepted unless and until notice, in writing, of such acceptance is provided to the Tenderer.

Council's policy is that lobbying or liaison with Councillors or Council's Employees, prior to the consideration of a Tender by the individual will lead to the rejection of the Tender.

SAFETY REQUIREMENTS

All Contractors and their employees must adhere to the provisions of Council's safety practices and policies. These provisions may be in addition to, but not in substitution of, any other safety requirement of any legislation or condition of tendering. Failure to observe any safety requirement will be in breach of this Agreement.

Protective Clothing - Protective Clothing shall be provided by the Contractor and should be appropriate for working safely and, in particular, include:

- High visibility vest - All Contractors and their employees on road works or exposed to risk of injury from vehicular traffic must wear a high visibility vest which complies with AS 1742.3 – Clause 3.17.2. A vest bearing the logo of Council will not be worn by any Contractor.
- Footwear – All Contractors and their employees shall wear appropriate footwear that complies with AS 2210.2.
- Safety helmets – All Contractors and their employees shall wear safety helmets wherever there is a danger of material falling from above.

All contractors shall undergo Council's WHS Induction prior to commencement of work.

Plant and Equipment - Contractors' Plant must be mechanically sound and adequately maintained. Unsafe equipment shall be either made safe or removed from the site.

- Plant must pass a safety inspection before Council will consider them for hire.
- Council may, at any time during the Agreement period, request a further safety inspection report or deem the original safety inspection report void if the Plant has been involved in an accident.

Chain of Responsibility Requirements

All parties in the road transport supply chain have specific obligations under the law to prevent a breach. It is called the Chain of Responsibility (CoR) and it requires every responsible person in the supply chain to take positive steps to prevent mass, load restraint, dimension, and fatigue and speed offences.

ABN: 41992 919 200

Phone: 02 6390 7100

Email: council@cabonne.nsw.gov.au

PO Box 17, Molong NSW 2866

Fax: 02 6392 3260

Website: www.cabonne.nsw.gov.au

All those with responsibility for activities that affect compliance with road transport laws may be held legally accountable if they do not meet their obligations. CoR legislation recognises the effects of the actions, inactions and demands of off-road parties in the transport chain.

How does it work?

Offences in mass, dimension, load restraint, and driver fatigue have been placed in risk based categories.

Breaches of these laws are classed as minor, substantial, severe or critical. This recognises that not all offences have the same impact on safety or infrastructure.

These risk based offences reflect similar breaches in related areas such as work health and safety and environmental protection.

A range of penalties (for example, warnings, improvement notices and prohibition orders) give courts greater enforcement measures for penalising offences. They also help to prevent, persuade and target the causes of breaches to ensure a culture of compliance within the heavy vehicle industry.

Person responsible

The 'responsible person' concept makes the laws applicable to a wide category of relevant persons responsible for the transport of goods. For example:

- Heavy vehicle drivers must drive safely and within speed and work/rest hour limits
- Loaders must load a vehicle safely and within mass and load restraint requirements to ensure the load is safe for transport
- Consignors must ensure the delivery of goods does not require the driver to exceed the permitted number of driving hours, fail to have minimum rest periods or exceed the speed limits.

A list of the parties in the CoR can be found in section 214 of the Heavy Vehicle National Law (NSW).

3. TENDER FORM

C/- Cabonne Shire Council

99-101 Bank Street, MOLONG NSW 2866

Name of person, firm or company tendering: (USE BLOCK LETTERS)

.....

ABN (if applicable)

Address:

Telephone Number: Contact :

Email Address:

hereby tenders to supply materials or services for (please tick those services being offered and schedules being submitted):

No.	Description	Tick
1	Supply Precast Concrete Stormwater Drainage Products	
2	Supply Water Treatment Chemicals	
3	Supply of Ready-Mixed Concrete	
4	Demolition services	
5	Supply & Install Road Safety Barriers	
6	Road Stabilisation services	
7	Supply of Lime and Cementitious Products.	
8	Gravel Crushing Services	
9	Supply and Lay Asphalt	
10	Installation of Water and/or Sewer Mains	
11	Installation of Box Culverts, Pipes & Headwalls	
12	Arborist, Tree Removal & Mulching Services	
13	Building Services; including Painting, Plastering or Carpentry services	
14	Electrical Services	
15	Plumbing Services	
16	Concreting Services	
17	Fencing Services	
18	Locksmith Services	
19	Metal Fabrication Services	
20	Tyre Supply, Fitting and Repair services	
21	Consulting Services including Engineering, Surveying, Geotechnical, Project Management, Town Planning, Environmental, Architectural or Drafting Services.	
22	Plant Hire Services	

I acknowledge the Council's standards and expectations, from it's Statement of Business Ethics.

4. SCHEDULE OF INSURANCES

Please provide copies of certificate of currencies where applicable for:

- Public Liability Insurance
- Professional Indemnity Insurance
- Workers Compensation
- Vehicle Insurance

5. TENDER SPECIFICATIONS & SCHEDULES

(TO BE SUBMITTED WITH THOSE TENDERS SELECTED IN C. TENDER FORM)

Item 1: Tender 1476194 – Supply Precast Concrete Stormwater Drainage Products

- i) The Specification for the supply of concrete drainage products are the Transport for NSW QA Specifications R11 – Stormwater Drainage and R16 – Precast Reinforced Concrete Box Culverts. These documents can be downloaded from the Transport for NSW website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#)
- ii) The supplier must implement and maintain a Quality System in accordance with ISO 9001:2008 as a means of ensuring that the product conforms to the Specification requirements (refer Clause 2 of R11).
- iii) Council seeks an indicative list from accredited suppliers for the manufacture and delivery of its precast concrete drainage components as required throughout the year. These will include, Stormwater pipes, Precast reinforced concrete box culverts, prefab headwalls, as well as prefab pits, slabs and kerb inlets.
- iv) **ORDERING** – Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- v) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- vi) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

The supplier is to furnish Council with a detailed list of their precast concrete stormwater products with the relevant associated rates.

Item 2: Tender 1476194 – Supply of Water Treatment Chemicals

- i) The Specification for the supply of water treatment chemicals.
- ii) Council may require other supplies, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

The supplier is to furnish Council with a detailed list of their water treatment chemicals and the relevant associated rate per litre and minimum order quantity.

Council seeks the following chemicals:

- Sodium Hypochlorite 12.5%
- Bi-Carb Soda
- Calcium Chloride
- Hydrochloric Acid
- Sulphuric Acid
- Chlorine Granuchlor
- Citric Acid
- Soda Ash

Item 3: Tender 1476194 - Supply of Ready-Mixed Concrete

- i) The Specification for the supply of concrete is AS1379-2007.
- ii) Quotations may be obtained for these works on a job by job basis.
- iii) **ORDERING** – Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	25MPA – 20MM AGG – 80MM SLUMP	m ³	
2	32MPA – 20MM AGG – 80MM SLUMP	m ³	
3	40MPA – 20MM AGG – 80MM SLUMP	m ³	
4	Kerb 25MPA – 10MM AGG – 30MM SLUMP	m ³	
5	DELIVERY (please specify)		
6	Compressive Strength Testing	ea	

Item 4: Tender 1476194 - Supply of Demolition Services

- vi) The Specification for the demolition of structures is AS 2601.
- vii) Quotations will be obtained for these works on a job by job basis.
- viii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- ix) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- x) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

The supplier is to furnish Council with a detailed list of their plant and the relevant associated hourly rates. Labour for installation staff is to be included with the relevant associated rates.

Item 5: Tender 1476194 - Supply & Install Road Safety Barriers

- i) The Specification for the supply of Guardrail and Wire Rope Safety Barrier systems is the Transport for NSW QA Specification R132 – Safety Barrier Systems. This document can be downloaded from the Transport for NSW website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#). Components are to be manufactured in accordance with the relevant Australian Standards.
- ii) Prior to Council ordering supply, the supplier shall provide Council with all documentation required by Clause 2.2 of R132 demonstrating conformance with the specification.
- iii) The supplier must implement and maintain a Quality System in accordance with ISO 9002 as a means of ensuring that the product conforms to the Specification requirements.
- iv) **ORDERING** – Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- v) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- vi) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

The supplier is to furnish Council with a detailed list of their plant and the relevant associated hourly rates. Labour for installation staff is to be included with the relevant associated rates.

Item 6: Tender 1476194 - Supply Road Stabilisation Services

- i) The Specifications for the modification of road pavement with lime or cementations products are the Transport for NSW QA Specification R71 – Unbound and Modified Pavement Course, M250 – Heavy Patching and M290 – Pavement Rebuilding. These documents can be downloaded from the Transport for NSW website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#).
- ii) The contractor must implement and maintain a Quality System in accordance with ISO 9001:2008 as a means of ensuring that the service conforms to the Specification requirements.
- iii) **ORDERING** – Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	SITE ESTABLISHMENT	ea	
2	MINIMUM DAY RATE STABILISER	ea	
3	HOURLY RATE STABILISER	hr	
4	MINIMUM DAY RATE SPREADER	ea	
5	HOURLY RATE SPREADER	hr	

Note, Supply of additives shall be determined at time of quotation.

Item 7: Tender 1476194 - Supply of Lime and Cementitious Products.

- i) Council seeks quotations from suitably experienced contractors to provide lime and cementitious products in various locations throughout the Council area as required.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- iv) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	HYDRATED LIME	Tonne	
2	QUICKLIME	Tonne	
3	60%/40% SLAG/CEMENT	Tonne	
4	60%/40% SLAG/LIME	Tonne	
4	70%/30% CEMENT/SLAG	Tonne	
5	50%/50% LIME/SLAG	Tonne	
6	70%/30% LIME/SLAG	Tonne	

Item 8: Tender 1476194 - Supply Gravel Crushing Services

- i) Council seeks quotations from suitably experienced contractors to provide gravel crushing services in various locations throughout the Council area as required.
- ii) Council will ordinarily ask for crushing to be provided in a minimum of 10,000 Tonne lots. Some pits may require Winning and/or Crushing.
- iii) All plant must comply with the "Guidelines for Mobile and Transportable Equipment for use in Mines" (MDG15) and the relevant Council's Mines Safety Management Plan.
- iv) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- v) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- vi) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	SITE ESTABLISHMENT	ea	
2	CRUSHING TO -20mm	t	
3	CRUSHING TO -40mm	t	
4	WIN AND CRUSHING -20mm	t	
5	WIN AND CRUSHING -40mm	t	
6	CRUSHING TO AN TfNSW DGB 20 GRAVEL	t	
7	CRUSHING TO AN TfNSW DGS 40 GRAVEL	t	

Item 9: Tender 1476194 - Supply Asphalt Services

- i) The Specification for the asphalt works is the Transport for NSW QA Specification R116 . This documents can be downloaded from the Transport for NSW website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#).
- ii) Council may require other asphalt work, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

The supplier is to furnish Council with a detailed list of their plant and the relevant associated hourly rates. Labour for installation staff is to be included with the relevant associated rates.

Item 10: Tender 1476194 - Installation of Water and/or Sewer Mains

- i) The Specification for the installation of water and sewer mains is the WSAA Codes.
- ii) Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

The supplier is to furnish Council with a detailed list of their plant and the relevant associated hourly rates. Labour for installation staff is to be included with the relevant associated rates.

Item 11: Tender 1476194 - Installation of Box Culverts, Pipes and Headwalls

- i) The Specification for the minor concrete works is the Transport for NSW QA Specification R16 – Precast Reinforced concrete box culverts and Transport for NSW QA Specification R11 Stormwater Drainage. Transport for NSW QA Specification M350 Culvert/Pipes, Transport for NSW QA Specification M535 Replace headwalls and/or wingwalls. These documents can be downloaded from the Transport for NSW website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#).
- ii) Council may require other concreting work, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

The supplier is to furnish Council with a detailed list of their plant and the relevant associated hourly rates. Labour for installation staff is to be included with the relevant associated rates.

Item 12: Tender 1476194 - Supply of Arborist, Tree Removal & Mulching Services

- i) The Specifications for the supply of services for the removal of trees and mulching services is the Transport for NSW QA Specifications M310. This document can be downloaded from the Transport for NSW website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#).
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- iv) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

The supplier is to furnish Council with a detailed list of their plant and the relevant associated hourly rates. Labour for on-site staff is to be included with the relevant associated rates.

Daily rate or a project cost shall include a price with or without "Supply Traffic Control"

Registration numbers of plant shall be provided in the supplied list.

Item 13: Tender 1476194 - Supply of Building Services

- i) Council seeks expressions of interest from suitable qualified builders, painters & plasterers to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	CARPENTER	Hr	
2	PLASTERER	Hr	
3	PAINTER	Hr	
4	LABOURER	Hr	
5	APPRENTICE	Hr	
6	MARK UP ON MATERIALS	%	
7	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 14: Tender 1476194 - Supply of Electrical Services

- i) Council seeks expressions of interest from suitable qualified electricians to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) The Specifications for the supply of electrical services is the AS 3000 and relevant EE Standards.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Council seeks a Schedule of Rates as follows.

Please tick what service your company can provide:

SERVICE	TICK
NSW ELECTRICIAN LICENCE	
ASP LEVEL 1	
ASP LEVEL 2	
ASP LEVEL 3	

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis

ITEM	DESCRIPTION	UNIT	RATE
1	LICENSED ELECTRICIAN	Hr	
2	ELECTRICAL LINEPERSON	Hr	
3	LABOURER	Hr	
4	APPRENTICE	Hr	
5	ELECTRICAL ENGINEER	Hr	
6	DRAFTSPERSON	Hr	
7	MARK UP ON MATERIALS	%	
8	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 15: Tender 1476194 - Supply of Plumbing Services

- i) Council seeks expressions of interest from suitable qualified plumbers to be included on a list of recognised contractors.. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) The Specifications for the supply of plumbing services is the AS/NZ 3500 and the plumbing code of Australia.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	LICENSED PLUMBER	Hr	
2	LABOURER	Hr	
3	APPRENTICE	Hr	
4	MARK UP ON MATERIALS	%	
5	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 16: Tender 1476194 - Supply Concrete Works

- i) The Specification for concrete works is the AS 3600 and AS 3610.
- ii) Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	CONCRETOR	Hr	
2	LABOURER	Hr	
3	MARK UP ON MATERIALS	%	
4	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 17: Tender 1476194 - Supply Fencing Services

- i) The Specification for the fencing works is the Transport for NSW QA Specification R161 . This documents can be downloaded from the Transport for NSW website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#).
- ii) Council may require other concreting work, from time to time. Quotations will be obtained for these works on a job by job basis.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- v) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	LABOUR	Hr	
2	MARK UP ON MATERIALS	%	
3	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 18: Tender 1476194 - Supply of Locksmith Services

- i) Council seeks expressions of interest from suitable qualified Locksmiths to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	LOCKSMITH	Hr	
2	MARK UP ON MATERIALS	%	
3	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 19: Tender 1476194 - Supply Metal Fabrication Services

- i) Council seeks expressions of interest from suitable qualified metal fabricators to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	METAL FABRICATOR	Hr	
2	MARK UP ON MATERIALS	%	
3	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 20 – Tender 1476194 - Supply of Tyres, Tyre Fitting, and Tyre Repair Services

- i) Council seeks expressions of interest from suitably tyre suppliers and tyre fitting workshops to be included on a list of recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates as follows:

SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	RATE
1	<u>FITTING OF TYRES:</u> PASSENGER/4WD TRUCK EARTHMOVING	Ea Ea Ea	
2	<u>PUNCTURE REPAIRS:</u> PASSENGER/4WD TRUCK EARTHMOVING	Ea Ea Ea	
3	<u>LABOUR:</u> ON SITE WORKSHOP	Hr Hr	
4	<u>TYRES SUPPLY:</u> PASSENGER/4WD TRUCK EARTHMOVING	Cost + Cost + Cost +	
5	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 21: Tender 1476194 - Supply of Consulting Services

- i) Council seeks expressions of interest from suitably qualified Engineering, Surveying, Geotechnical, Project Management, Town Planning, Environmental, Architectural or Drafting Services Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) Pavement testing must be NATA (National Accreditation Guidance and Information) approved and comply with TfNSW Specifications.
- iii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iv) Council seeks a Schedule of Rates as follows:

SCHEDULE OF RATES

Council shall obtain quotations for specific works on a job by job basis.

ITEM	DESCRIPTION	UNIT	RATE
1	STRUCTURAL ENGINEER	Hr	
2	CIVIL ENGINEER	Hr	
3	GEOTECHNICAL ENGINEER	Hr	
4	REGISTERED SURVEYOR	Hr	
5	CHAINMAN	Hr	
6	PLAN LODGEMENT SERVICES	Ea	
7	DRAFTSPERSON	Hr	
8	ARCHITECT	Hr	
9	ENVIRONMENTAL ENGINEER	Hr	
10	ECOLOGIST	Hr	
11	TOWN PLANNER	Hr	
12	PROJECT MANAGER	Hr	
13	OTHER (PLEASE SPECIFY)		
14	TRAVEL FEE OR CALL-OUT FEE	Km Ea	
WORKSHOP LOCATION:			

Item 22: Tender 1476194 - Plant Hire Services

- i) Council seeks expressions of interest from suitably recognised contractors. Inclusion on this list does not guarantee the contractor of any work from Council during this period.
- ii) **ORDERING** - Orders will be by telephone, or email and will include required timing. All orders must be accompanied by a Council Purchase Order Number.
- iii) Council seeks a Schedule of rates for the following items of plant: tipping trucks, water trucks, excavators, rollers (compactor, multi-tyred, pad foot, smooth drum), dozer and any other plant a Contractor wishes to submit.

Plant Details	Plant 1	Plant 2	Plant 3
Type Of Plant (e.g. Backhoe, Tipping Truck)			
Make			
Model			
Year Of Manufacture			
Engine Capacity			
Load Capacity (Tonnes Or Kg) Or Operating Weight (Kg)			
Registration No.			
Plant Serial /Chassis No			
Attachments			
ROPS (Yes/No)			
Rate (Including GST)			
Hourly Rate Wet Hire	\$	\$	\$
Hourly Rate Dry Hire (optional)	\$	\$	\$
Additional Information			
Labour/ Operator (Hr) (included in wet hire rate)	\$	\$	\$

Plant Details	Plant 1	Plant 2	Plant 3
Type Of Plant (e.g. Backhoe, Tipping Truck)			
Make			
Model			
Year Of Manufacture			
Engine Capacity			
Load Capacity (Tonnes Or Kg) Or Operating Weight (Kg)			
Registration No.			
Plant Serial /Chassis No			
Attachments			
ROPS (Yes/No)			
Rate (Including GST)			
Hourly Rate Wet Hire	\$	\$	\$
Hourly Rate Dry Hire (optional)	\$	\$	\$
Additional Information			
Labour/ Operator (Hr) (included in wet hire rate)	\$	\$	\$

5. GENERAL CONDITIONS

5-1. INSURANCE

5-1.1 Workers Compensation

The Contractor shall, at their own expense, insure and keep insured their employees under an Insurance Policy pursuant to the *Workers Compensation Act, 1987*, and any Act amending that Act.

The *Workers Compensation Legislation Amendment Act 2000* requires a subcontractor to advise the principal contractor that workers' compensation premiums payable up to and including the dates on the statement have been paid, and all premiums owing during the term of the contract will be paid. The declaration that workers compensation premiums have been paid is in similar terms to the requirement to pay wages under the *Industrial Relations Act 1996* and payroll tax under the *Payroll Tax Act 1971*.

To protect themselves from having to pay a subcontractors unpaid workers compensation premiums, principal contractors must have:

- A copy of the subcontractor's certificate of currency
- A written statement by the subcontractor that all workers' compensation premiums applicable for that work have been paid.

5-1.2 Public Risk and Public Liabilities Insurance

The Contractor shall, at their own expense, arrange and maintain Public Risk Insurance and Public Liability Insurance of not less than **\$20,000,000** covering works offered to Council.

5-1.3 Comprehensive Insurance

The Contractor shall, at their own expense, arrange and maintain Comprehensive Insurance on all items of plant submitted for hire with Council.

5-1.4 Third Party Damage or Injury Responsibility

Any injury occasioned to third party or parties, or loss or damage to property (including Council's property), caused by the plant being driven by the Contractor or their employee or caused by such driver or by any other personnel employed by the Contractor in the operation of the plant, shall be the responsibility of the Contractor.

5-1.5 Submission of Insurance Policies

The Contractor shall, when submitting their Tender form, submit Certificates of Currency for each of the above mentioned insurance policies. Non-compliance with this Clause may result in the Tender being rejected.

5-2. PAYMENT CLAIMS

5.2.1 Claims

The Contractor shall give to the Council an invoice for the Services provided at the service rates. No amount claimed in any invoice shall be paid by the Council unless the invoice is certified for payment by the Council's Representative. The Council's Representative shall not certify an invoice for payment unless satisfied that it is correctly calculated with respect to the Services satisfactorily provided.

5.2.2 Payment

Council's preferred method of payment is by Electronic Funds Transfer. In this regard, when the Plant is hired, Contractors are required to contact Council's Creditor's to complete arrangements for EFT.

5.2.3 Invoicing Requirements

The Contractor shall issue a tax invoice to the Council with respect to the Services in accordance with ATO requirements for GST legislation, including:

- The amount claimed by the Contractor and the basis for its calculation,
- The amount of GST included in the invoice,
- The Date of provision of the Services,
- A description of the Service and quantity,
- If a discount is applicable, the discounted amount, and
- The Contractor's full name, address and ABN.
 - Council's 'Contractors Plant Hire Sheet',
 - The Name of the Council Officer hiring the Plant,
 - The amount claimed by the Contractor and the basis for its calculation,
 - The amount of GST included in the invoice,
 - The Date of provision of the Services,
 - A description of the Service and quantity,
 - If a discount is applicable, the discounted amount, and
 - The Contractor's full name, address and ABN number.

5.2.4 Set-Off

If Council claims a sum, including a debt due, in connection with the Contract, or any other contract between Council and the Contractor, Council may withhold, deduct or set-off the claimed sum against any amount to which the Contractor is otherwise entitled in connection with the Contract.

5.2.5 Statutory Declaration – Payment of Wages and Remunerations

The Contractor is to provide Written Statement(s) to the Principal for the purpose of relieving the Principal of liability for workers compensation premiums, pay-roll tax and remuneration payable by the Contractor. A Written Statement means a form prepared for the purpose of section 175B of the Workers

Compensation Act 1987 and Part 5B section 31G-31J of the Pay-roll Tax Act 1971 and section 127 of the Industrial Relations Act 1996.

The Written Statement shall declare that a written statement has been received from subcontractors (if any) in relation to this agreement and payment has been made for:-

- workers compensation insurance premiums
- pay-roll tax (if applicable)
- wages and allowances to employees
- any party to which it has subcontracted any of its rights and obligations under this agreement
- Plant and equipment

No Payment will become due before the expiration of 7 days from the date the Contractor supplies the Written Statement to the Principal. The Principal may withhold the payment until the Written Statement is provided by the Contractor. The Principal may withhold payment to the Contractor those amounts shown as unpaid on the Written Statement.

At the request of the Contractor, the Principal may, on behalf of the Contractor, make payments (from moneys due to Contractor) direct to employees, subcontractors or suppliers.

If a worker, subcontractor or supplier obtains a court order in respect of moneys due to them under the agreement, and produces the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order and costs to the worker, subcontractor or supplier and the amount paid shall be a debt due from the Contractor to the Principal.

5-3. PLANT HIRE CONDITIONS

5.3.1 Council Directives

The Contractor shall comply with all reasonable and lawful directions given by Council's Representative. Council reserves the right to reject any driver/operator whose operating performance is considered to be sub-standard or whose conduct is such as to be detrimental to the progress of Council's works. It is a condition of this Agreement that the Council is not obliged at any time to hire Plant and may at any time call for the Services in any other way from any person.

5.3.2 Safety Requirements

All Contractors and their employees must adhere to the provisions of Council's safety practices and policies. These provisions may be in addition to, but not in substitution of, any other safety requirement of any legislation or condition of tendering. Failure to observe any safety requirement will be in breach of this Agreement.

Protective Clothing - Protective Clothing shall be provided by the Contractor and should be appropriate for working safely and, in particular, include:

- High visibility vest - All Contractors and their employees on road works orexposed to risk of injury from vehicular traffic must wear a high visibility vest which complies with AS 1742.3 – Clause 3.17.2. A vest bearing the logo of Council will not be worn by any Contractor.
- Footwear – All Contractors and their employees shall wear appropriate footwear that complies with AS 2210.2.
- Safety helmets – All Contractors and their employees shall wear safety helmets wherever there is a danger of material falling from above.

All contractors shall undergo Council's WHS Induction prior to commencement of work.

Plant and Equipment - Contractors' Plant must be mechanically sound and adequately maintained. Unsafe equipment shall be either made safe or removed from the site.

- Plant must pass a safety inspection before Council will consider them for hire.
- Council may, at any time during the Agreement period, request a further safety inspection report or deem the original safety inspection report void if the Plant has been involved in an accident.

5.3.3 Chain of Responsibility Requirements

All parties in the road transport supply chain have specific obligations under the law to prevent a breach. It is called the CoR and it requires every responsible person in the supply chain to take positive steps to prevent mass, load restraint, dimension, and fatigue and speed offences.

All those with responsibility for activities that affect compliance with road transport laws may be held legally accountable if they do not meet their obligations. CoR legislation recognises the effects of the actions, inactions and demands of off-road parties in the transport chain.

How does it work?

Offences in mass, dimension, load restraint, and driver fatigue have been placed in risk based categories.

Breaches of these laws are classed as minor, substantial, severe or critical. This recognises that not all offences have the same impact on safety or infrastructure.

These risk based offences reflect similar breaches in related areas such as work health and safety and environmental protection.

A range of penalties (for example, warnings, improvement notices and prohibition orders) give courts greater enforcement measures for penalising offences. They also help to prevent, persuade and target the causes of breaches to ensure a culture of compliance within the heavy vehicle industry.

Person responsible

The 'responsible person' concept makes the laws applicable to a wide category of relevant persons responsible for the transport of goods. For example:

- Heavy vehicle drivers must drive safely and within speed and work/rest hour limits
- Loaders must load a vehicle safely and within mass and load restraint requirements to ensure the load is safe for transport
- Consignors must ensure the delivery of goods does not require the driver to exceed the permitted number of driving hours, fail to have minimum rest periods or exceed the speed limits.

A list of the parties in the CoR can be found in section 214 of the Heavy Vehicle National Law (NSW).

5.3.4 Commencement of Hire

The commencement of hire shall be the time the Contractor is requested to commence on-site. The Contractor shall manage the Plant so that it will be ready to commence operations at the time when Council's work starts on the site and/or as directed by the Engineer. The daily start and finish time at each worksite shall be nominated by the Engineer. All operators must have an unpaid break of a minimum half hour after every five hours of consecutive operation of Plant. The Operator shall then continue to work the Plant as required during the period of hire. Council does not guarantee any continuity of work as a hire period may vary from hours to months. Water carts will have fully laden tanks when commencing work.

5.3.5 Notification

Contractors shall promptly advise Council in writing of all accidents involving personal injury and loss of time and all dangerous occurrences with accident potential.

This notification is in addition to, but not in substitute of, any requirement of legislation.

5.3.6 Certification of Operator and Plant

Certification issued under the requirements of legislation must be held by all persons who operate or undertake tasks where such certification is mandatory. Such certificates shall be produced on demand.

5.3.7 Governing Law

The laws of NSW shall be upheld to apply to this Agreement.

5.3.8 Supply of Plant

Under this Agreement, there is no contractual obligation on the part of the Council to hire Plant. The Contractor/Supplier is willing to supply Plant and equipment noted on the Tender Form to Council in

accordance with the Conditions of Tendering, Conditions of Contract, Specifications and their submission documents. A representative of Council will contact the Contractor by phone to ascertain the availability of the Plant or equipment. There is no penalty to the Contractor if the Plant is not available for hire. Where the Contractor is engaged by Council, The Contractor shall complete the "Contractors Plant Hire Sheet" during the term of engagement of the Plant.

The Contractor shall supply the Plant in good working order and maintain it in that condition and, unless otherwise specifically provided, unload and load the Plant at the site.

Where Plant is required on 'Dry Hire' the Contractor shall be responsible for the delivery and removal of the Plant to and from the work site specified by the Engineer. The Contractor shall provide the Plant full of fuel and in well maintained working order. It is Council's responsibility to fuel the Plant during the hire period. Upon completion of the hire of the Plant, Council will request the Plant be off hired ready for collection by the Contractor. The Contractor shall provide an Operators Manual with the Plant at the point of delivery as well as a 'checklist' for daily maintenance procedures.

There is no obligation to offer plant for Dry Hire.

5.3.9 Invoicing and Payments

- a) Hire Rates shall be in accordance with the Plant Hire Tender forms. Payment for hire will be made monthly in arrears. Hire Rates shall be inclusive of GST. The Contractor's representative shall complete the 'Contractors Plant Hire Sheet' which will also be signed by Council's authorised officer at the end of each day or week. Payment for hire of Plant shall be in accordance with the hours recorded on Council's 'Contractors Plant Hire Sheet'.
- b) All Plant operators will be paid to start and finish at the nominated site as directed by the Council Representative.
- c) The Contractor shall give to the Council an invoice for the Services provided at the service rates. No amount claimed in any invoice shall be paid by the Council unless the invoice is certified for payment by the Council's Representative. The Council's Representative shall not certify an invoice for payment unless satisfied that it is correctly calculated with respect to the Services satisfactorily provided.
- d) Council's preferred method of payment is by Electronic Funds Transfer. In this regard, when the Plant is hired, Contractors are required to contact Council's Creditor's to complete arrangements for EFT.
- e) The Contractor shall issue a tax invoice to Council with respect to the Services in accordance with ATO requirements for GST legislation, including:
 - Council's 'Contractors Plant Hire Sheet',
 - The Name of the Council Officer hiring the Plant,
 - The amount claimed by the Contractor and the basis for its calculation,
 - The amount of GST included in the invoice,
 - The Date of provision of the Services,
 - A description of the Service and quantity,
 - If a discount is applicable, the discounted amount, and
 - The Contractor's full name, address and ABN number.
- f) If Council claims a sum, including a debt due, in connection with the Contract, or any other contract between Council and the Contractor, Council may withhold, deduct or set-off the

claimed sum against any amount to which the Contractor is otherwise entitled in connection with the Contract

5.3.10 Transportation by Float

Council will pay a floatage charge where applicable for floating a machine to the worksite only. A total cost for floatage shall be provided on the tender form.

When a hired item of Plant breaks down and the Contractor is unable to repair or replace it, transportation charges for the replacement/removal of this item of Plant will not be paid by Council.

5.3.11 Council's Indemnity

Any damage to the Plant during its period of supply to Council shall be the responsibility of the Contractor whether or not such Plant is supplied with labour. The Contractor shall indemnify the Council against all claims made against the Council.

5.3.12 Compliance with the Law

The Contractor shall ensure that, in the hiring of Plant in accordance with this 'Standing Offer' Agreement, it complies with the requirements of the provisions of all Acts of the Parliament of NSW and of the Parliament of the Commonwealth and comply with the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued under any such Acts or Ordinances and with the lawful requirements of public and other authorities in any way affecting or applicable to the procurement and delivery of the Goods or the provision of the Services.

5.3.13 Cancellation of Work

Council may cancel an item of Plant at any time of the day without notice due to wet weather, completion of work, or for any reason.

If an item of Plant is cancelled on or before the scheduled commencement time no hire charge will apply. If an item of Plant is not cancelled in accordance with the above but within two (2) hours of arriving on site, the Contractor will be paid a minimum of two (2) hours at the agreed rate.

5.3.14 Assessment for Hire – Procedure

The Council reserves the right to inspect and assess the Plant prior to the commencement of work, and to continually assess and monitor the Plant and the Operator's performance during the hire period. The Contractor, if necessary, shall obtain an inspection report from an Authorised Inspection Station on any Plant required by Council.

5.3.15 Council is not bound to order

It is a condition of this Agreement that the Council is not obliged at any time to hire any Plant and may at any time call for the Services in any other way from any person.

5.3.16 Quality Requirements

The Contractor shall:

- Comply with all the quality requirements as provided in the tender documents for all works under the Agreement,
- Ensure that each of its Sub-contractors and Consultants comply in like manner, and

- Demonstrate to the Principal whenever required that all the quality requirements of the Agreement are being met.

Where inappropriate or inadequate provision of quality supervision by the Contractor or the Contractor's Sub-contractor results in costs, losses or damages incurred by the Principal or claims by third parties against the Principal for either direct or consequential costs, losses or damages, the Contractor shall be liable for costs, losses or damages associated with any claim including, but not limited to, administration costs incurred by the Principal in resolving such claims.

5.3.17 Hours of Work

The hours of work under the Agreement for work on property owned by the Principal will be limited to:

6.00am	to	5.00pm	Mondays	to	Fridays
6.00am	to	5.00pm	Saturdays		

Council may undertake work on Sundays where required.

Work may be allowed outside these hours with the prior approval of the Engineer.

5.3.18 Safety Management

In relation to the Construction work associated with this Agreement, the Principal is the Principal Contractor and accepts the obligations associated with this role under the Work Health & Safety Regulation 2011. The Contractor shall ensure that the Operators are aware of their responsibilities in accordance with the Work Health & Safety Act 2011 and Work Health & Safety Regulation 2011

Further, the Contractor shall supply:

- Work Method Statements for the activity associated with each specific type of Plant,
- Risk Assessments and Standard Operating Procedures for the each type of Plant,
- Policies and Procedures for the management of the work place including incidents and/or disputes,
- Safework Inductions for the Operators of the Plant (construction industry and site specific), and
- Plant that complies with the TfNSW G22 Specification (See Section 3 of this Request for Tender).

The Engineer or Principal's Representative may direct the Contractor to suspend the performance of this Agreement should the Contractor fail to meet its obligations in accordance with the Work Health & Safety Act 2011 and Work Health & Safety Regulation 2011.

5.3.19 Environmental Requirements

The Contractor shall comply with all statutory requirements including the Protection of the Environment Operations Act 1997. Further, the Principal is committed to Ecological Sustainable Development (ESD) as required under the Local Government Act 1993, i.e. competitiveness through environmental as well as social and economic aspects. The Contractor shall comply with the Principals ESD requirements.

Where possible, use recycled materials, and ensure that a strategy is in place for the return of unwanted packaging.

Regarding Environmental Controls, the Contractor shall comply with the Protection of the Environment Operations Act 1997 at all times with respect to pollution from noise, air, water, land and waste sources. Where applicable, the Contractor shall provide details for the control of trucking movements, dust/water, noise/vibration, erosion and sedimentation, restoration, waste management in their Environment Management Plan (EMP) prior to works commencing. The Plan shall also include policies and procedures detailed above as well as reporting and compliance procedures. The Contractor shall work under Council's EMP.

5.3.20 Special requirements

The Contractor must make provision to meet these requirements, wherever applicable, when submitting its tender.

Multi tyred rollers are classified by the manufacturer's stated maximum operating weight.

Water tankers carrying capacity must be shown at no higher than their maximum legal load.

Water tankers listing "Cab Operated Spray Equipment" as an accessory must be able to control all spray functions from the operator's position.

All water carters must comply with the relevant regulation and guidelines.

Combination Units

Provide details of Registration No, Chassis No and Legal Carrying Capacity for the tipper truck and/or transport trailer, on the Tender Form.

Where a Backhoe or Skid Steer Loader is hired as a Combination Unit, the Operator must enter the number of hours which the tipper truck and/or transport trailer was actually used on the *Contractor Plant Hire Sheet* prior to having it authorised by the Supervisor.

Attachments

If the Contractor's equipment has accessories or attachments not listed in the Plant list, the Contractor can include them in the Plant Hire Tender form.

5.3.21 TfNSW Specifications G22

All Plant and equipment tendered to Council for hire, before acceptance will be subject to an inspection in accordance with TfNSW requirements as specified in TfNSW QA Specification G22.

Plant that does not meet TfNSW requirements may not be accepted, and therefore may not be recorded on Council's Plant Hire Register.

Further information regarding TfNSW QA requirements can be obtained from the website [QA specifications - Specifications - Technical documents by type - Partners & suppliers - Business & Industry - Roads and Waterways – Transport for NSW](#).

CODE OF CONDUCT POLICY

STRATEGIC POLICY

Responsible Department: Cabonne Services

Responsible Section: Governance & Corporate Performance

Responsible Officer: Department Leader – Governance & Corporate Performance

Objective

Council has adopted the following Code of Conduct based on the OLG Model Code of Conduct for Local Councils in NSW.

Introduction

Refer to the Introduction Section of the policy.

Policy

Council has adopted a policy of adopting the following Code of Conduct based on the Model Code of Conduct for Local Councils in NSW.

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PART 1 INTRODUCTION

This *Model Code of Conduct for Local Councils in NSW* (“the Model Code of Conduct”) is made under section 440 of the *Local Government Act 1993* (“LGA”) and the *Local Government (General) Regulation 2005* (“the Regulation”).

The Model Code of Conduct sets the minimum standards of conduct for council officials. It is prescribed by regulation to assist council officials to:

- understand and comply with the standards of conduct that are expected of them
- enable them to fulfil their statutory duty to act honestly and exercise a reasonable degree of care and diligence (section 439)
- act in a way that enhances public confidence in local government.

Section 440 of the LGA requires every council (including county councils) and joint organisation to adopt a code of conduct that incorporates the provisions of the Model Code of Conduct. A council's or joint organisation's adopted code of conduct may also include provisions that supplement the Model Code of Conduct and that extend its application to persons that are not “council officials” for the purposes of the Model Code of Conduct (e.g. volunteers, contractors and members of wholly advisory committees).

A council's or joint organisation's adopted code of conduct has no effect to the extent that it is inconsistent with the Model Code of Conduct. However, a council's or joint organisation's adopted code of conduct may prescribe requirements that are more onerous than those prescribed in the Model Code of Conduct.

Councillors, administrators, members of staff of councils, delegates of councils, (including members of council committees that are delegates of a council) and any other person a council's adopted code of conduct applies to, must comply with the applicable provisions of their council's code of conduct. It is the personal responsibility of council officials to comply with the standards in the code and to regularly review their personal circumstances and conduct with this in mind.

Failure by a councillor to comply with the standards of conduct prescribed under this code constitutes misconduct for the purposes of the LGA. The LGA provides for a range of penalties that may be imposed on councillors for misconduct, including suspension or disqualification from civic office. A councillor who has been suspended on three or more occasions for misconduct is automatically disqualified from holding civic office for five years.

Failure by a member of staff to comply with a council's code of conduct may give rise to disciplinary action.

PART 2 DEFINITIONS

In this code the following terms have the following meanings:

administrator	an administrator of a council appointed under the LGA other than an administrator appointed under section 66
committee	see the definition of "council committee"
complaint	a code of conduct complaint made for the purposes of clauses 4.1 and 4.2 of the Procedures.
conduct	includes acts and omissions
council	includes county councils and joint organisations
council committee	a committee established by a council comprising of councillors, staff or other persons that the council has delegated functions to and the council's audit, risk and improvement committees
council committee member	a person other than a councillor or member of staff of a council who is a member of a council committee other than a wholly advisory committee, and a person other than a councillor who is a member of the council's audit, risk and improvement committee
council official	includes councillors, members of staff of a council, administrators, council committee members, delegates of council and, for the purposes of clause 4.16, council advisers
councillor	any person elected or appointed to civic office, including the mayor and includes members and chairpersons of county councils and voting representatives of the boards of joint organisations and chairpersons of joint organisations
delegate of council	a person (other than a councillor or member of staff of a council) or body, and the individual members of that body, to whom a function of the council is delegated
designated person	a person referred to in clause 4.8
election campaign	includes council, state and federal election campaigns

environmental planning instrument	has the same meaning as it has in the <i>Environmental Planning and Assessment Act 1979</i>
general manager	includes the executive officer of a joint organisation
joint organisation	a joint organisation established under section 400O of the LGA
LGA	the <i>Local Government Act 1993</i>
local planning panel	a local planning panel constituted under the <i>Environmental Planning and Assessment Act 1979</i>
mayor	includes the chairperson of a county council or a joint organisation
members of staff of a council	includes members of staff of county councils and joint organisations
the Office	Office of Local Government
personal information	information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion
the Procedures	the Procedures for the <i>Administration of the Model Code of Conduct for Local Councils in NSW</i> prescribed under the Regulation
the Regulation	the Local Government (General) Regulation 2005
voting representative	a voting representative of the board of a joint organisation
wholly advisory committee	a council committee that the council has not delegated any functions to

PART 3 GENERAL CONDUCT OBLIGATIONS

General conduct

3.1 You must not conduct yourself in a manner that:

- a) is likely to bring the council or other council officials into disrepute
- b) is contrary to statutory requirements or the council's administrative requirements or policies
- c) is improper or unethical
- d) is an abuse of power
- e) causes, comprises or involves intimidation or verbal abuse
- f) involves the misuse of your position to obtain a private benefit
- g) constitutes harassment or bullying behaviour under this code, or is unlawfully discriminatory.

3.2 You must act lawfully and honestly, and exercise a reasonable degree of care and diligence in carrying out your functions under the LGA or any other Act. (*section 439*).

Fairness and equity

- 3.3 You must consider issues consistently, promptly and fairly. You must deal with matters in accordance with established procedures, in a non-discriminatory manner.
- 3.4 You must take all relevant facts known to you, or that you should be reasonably aware of, into consideration and have regard to the particular merits of each case. You must not take irrelevant matters or circumstances into consideration when making decisions.
- 3.5 An act or omission in good faith, whether or not it involves error, will not constitute a breach of clauses 3.3 or 3.4.

Harassment and discrimination

- 3.6 You must not harass or unlawfully discriminate against others, or support others who harass or unlawfully discriminate against others, on the grounds of age, disability, race (including colour, national or ethnic origin or immigrant status), sex, pregnancy, marital or relationship status, family responsibilities or breastfeeding, sexual orientation, gender identity or intersex status or political, religious or other affiliation.
- 3.7 For the purposes of this code, “harassment” is any form of behaviour towards a person that:
- a) is not wanted by the person
 - b) offends, humiliates or intimidates the person, and
 - c) creates a hostile environment.

Bullying

- 3.8 You must not engage in bullying behaviour towards others.
- 3.9 For the purposes of this code, “bullying behaviour” is any behaviour in which:
- a) a person or a group of people repeatedly behaves unreasonably towards another person or a group of persons, and
 - b) the behaviour creates a risk to health and safety.
- 3.10 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
- a) aggressive, threatening or intimidating conduct
 - b) belittling or humiliating comments
 - c) spreading malicious rumours
 - d) teasing, practical jokes or ‘initiation ceremonies’
 - e) exclusion from work-related events
 - f) unreasonable work expectations, including too much or too little work, or work below or beyond a worker's skill level
 - g) displaying offensive material
 - h) pressure to behave in an inappropriate manner.

3.11 Reasonable management action carried out in a reasonable manner does not constitute bullying behaviour for the purposes of this code. Examples of reasonable management action may include, but are not limited to:

- a) performance management processes
- b) disciplinary action for misconduct
- c) informing a worker about unsatisfactory work performance or inappropriate work behaviour
- d) directing a worker to perform duties in keeping with their job
- e) maintaining reasonable workplace goals and standards
- f) legitimately exercising a regulatory function
- g) legitimately implementing a council policy or administrative processes.

Work health and safety

3.12 All council officials, including councillors, owe statutory duties under the *Work Health and Safety Act 2011* (WH&S Act). You must comply with your duties under the WH&S Act and your responsibilities under any policies or procedures adopted by the council to ensure workplace health and safety. Specifically, you must:

- a) take reasonable care for your own health and safety
- b) take reasonable care that your acts or omissions do not adversely affect the health and safety of other persons
- c) comply, so far as you are reasonably able, with any reasonable instruction that is given to ensure compliance with the WH&S Act and any policies or procedures adopted by the council to ensure workplace health and safety
- d) cooperate with any reasonable policy or procedure of the council relating to workplace health or safety that has been notified to council staff
- e) report accidents, incidents, near misses, to the general manager or such other staff member nominated by the general manager, and take part in any incident investigations
- f) so far as is reasonably practicable, consult, co-operate and coordinate with all others who have a duty under the WH&S Act in relation to the same matter.

Land use planning, development assessment and other regulatory functions

3.13 You must ensure that land use planning, development assessment and other regulatory decisions are properly made, and that all parties are dealt with fairly. You must avoid any occasion for suspicion of improper conduct in the exercise of land use planning, development assessment and other regulatory functions.

3.14 In exercising land use planning, development assessment and other regulatory functions, you must ensure that no action, statement or communication between yourself and others conveys any suggestion of willingness to improperly provide concessions or preferential or unduly unfavourable treatment.

Binding caucus votes

- 3.15 You must not participate in binding caucus votes in relation to matters to be considered at a council or committee meeting.
- 3.16 For the purposes of clause 3.15, a binding caucus vote is a process whereby a group of councillors are compelled by a threat of disciplinary or other adverse action to comply with a predetermined position on a matter before the council or committee, irrespective of the personal views of individual members of the group on the merits of the matter before the council or committee.
- 3.17 Clause 3.15 does not prohibit councillors from discussing a matter before the council or committee prior to considering the matter in question at a council or committee meeting, or from voluntarily holding a shared view with other councillors on the merits of a matter.
- 3.18 Clause 3.15 does not apply to a decision to elect the mayor or deputy mayor, or to nominate a person to be a member of a council committee or a representative of the council on an external body.

Obligations in relation to meetings

- 3.19 You must comply with rulings by the chair at council and committee meetings or other proceedings of the council unless a motion dissenting from the ruling is passed.
- 3.20 You must not engage in bullying behaviour (as defined under this Part) towards the chair, other council officials or any members of the public present during council or committee meetings or other proceedings of the council (such as, but not limited to, workshops and briefing sessions).
- 3.21 You must not engage in conduct that disrupts council or committee meetings or other proceedings of the council (such as, but not limited to, workshops and briefing sessions), or that would otherwise be inconsistent with the orderly conduct of meetings.
- 3.22 If you are a councillor, you must not engage in any acts of disorder or other conduct that is intended to prevent the proper or effective functioning of the council, or of a committee of the council. Without limiting this clause, you must not:
 - a) leave a meeting of the council or a committee for the purposes of depriving the meeting of a quorum, or
 - b) submit a rescission motion with respect to a decision for the purposes of voting against it to prevent another councillor from submitting a rescission motion with respect to the same decision, or
 - c) deliberately seek to impede the consideration of business at a meeting.

PART 4 PECUNIARY INTERESTS

What is a pecuniary interest?

- 4.1 A pecuniary interest is an interest that you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to you or a person referred to in clause 4.3.
- 4.2 You will not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision you might make in relation to the matter, or if the interest is of a kind specified in clause 4.6.

4.3 For the purposes of this Part, you will have a pecuniary interest in a matter if the pecuniary interest is:

- (a) your interest, or
- (b) the interest of your spouse or de facto partner, your relative, or your partner or employer, or
- (c) a company or other body of which you, or your nominee, partner or employer, is a shareholder or member.

4.4 For the purposes of clause 4.3:

- (a) Your “relative” is any of the following:
 - i) your parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - ii) your spouse’s or de facto partner’s parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - iii) the spouse or de facto partner of a person referred to in paragraphs (i) and (ii).
- (b) “de facto partner” has the same meaning as defined in section 21C of the *Interpretation Act 1987*.

4.5 You will not have a pecuniary interest in relation to a person referred to in subclauses 4.3(b) or (c):

- (a) if you are unaware of the relevant pecuniary interest of your spouse, de facto partner, relative, partner, employer or company or other body, or
- (b) just because the person is a member of, or is employed by, a council or a statutory body, or is employed by the Crown, or
- (c) just because the person is a member of, or a delegate of a council to, a company or other body that has a pecuniary interest in the matter, so long as the person has no beneficial interest in any shares of the company or body.

What interests do not have to be disclosed?

4.6 You do not have to disclose the following interests for the purposes of this Part:

- (a) your interest as an elector
- (b) your interest as a ratepayer or person liable to pay a charge
- (c) an interest you have in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to the public generally, or to a section of the public that includes persons who are not subject to this code
- (d) an interest you have in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to your relative by the council in the same manner and subject to the same conditions as apply to persons who are not subject to this code

- (e) an interest you have as a member of a club or other organisation or association, unless the interest is as the holder of an office in the club or organisation (whether remunerated or not)
- (f) if you are a council committee member, an interest you have as a person chosen to represent the community, or as a member of a non-profit organisation or other community or special interest group, if you have been appointed to represent the organisation or group on the council committee
- (g) an interest you have relating to a contract, proposed contract or other matter, if the interest arises only because of a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company
- (h) an interest you have arising from the proposed making by the council of an agreement between the council and a corporation, association or partnership, being a corporation, association or partnership that has more than 25 members, if the interest arises because your relative is a shareholder (but not a director) of the corporation, or is a member (but not a member of the committee) of the association, or is a partner of the partnership
- (i) an interest you have arising from the making by the council of a contract or agreement with your relative for, or in relation to, any of the following, but only if the proposed contract or agreement is similar in terms and conditions to such contracts and agreements as have been made, or as are proposed to be made, by the council in respect of similar matters with other residents of the area:
 - i) the performance by the council at the expense of your relative of any work or service in connection with roads or sanitation
 - ii) security for damage to footpaths or roads
 - iii) any other service to be rendered, or act to be done, by the council by or under any Act conferring functions on the council, or by or under any contract
- (j) an interest relating to the payment of fees to councillors (including the mayor and deputy mayor)
- (k) an interest relating to the payment of expenses and the provision of facilities to councillors (including the mayor and deputy mayor) in accordance with a policy under section 252 of the LGA,
- (l) an interest relating to an election to the office of mayor arising from the fact that a fee for the following 12 months has been determined for the office of mayor
- (m) an interest of a person arising from the passing for payment of a regular account for the wages or salary of an employee who is a relative of the person
- (n) an interest arising from being covered by, or a proposal to be covered by, indemnity insurance as a councillor or a council committee member
- (o) an interest arising from the appointment of a councillor to a body as a representative or delegate of the council, whether or not a fee or other recompense is payable to the representative or delegate.

- 4.7 For the purposes of clause 4.6, “relative” has the same meaning as in clause 4.4, but includes your spouse or de facto partner.

What disclosures must be made by a designated person?

- 4.8 Designated persons include:
- (a) the general manager
 - (b) other senior staff of the council for the purposes of section 332 of the LGA
 - (c) a person (other than a member of the senior staff of the council) who is a member of staff of the council or a delegate of the council and who holds a position identified by the council as the position of a designated person because it involves the exercise of functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the person’s duty as a member of staff or delegate and the person’s private interest
 - (d) a person (other than a member of the senior staff of the council) who is a member of a committee of the council identified by the council as a committee whose members are designated persons because the functions of the committee involve the exercise of the council’s functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the member’s duty as a member of the committee and the member’s private interest.
- 4.9 A designated person:
- (a) must prepare and submit written returns of interests in accordance with clauses 4.21, and
 - (b) must disclose pecuniary interests in accordance with clause 4.10.
- 4.10 A designated person must disclose in writing to the general manager (or if the person is the general manager, to the council) the nature of any pecuniary interest the person has in any council matter with which the person is dealing as soon as practicable after becoming aware of the interest.
- 4.11 Clause 4.10 does not require a designated person who is a member of staff of the council to disclose a pecuniary interest if the interest relates only to the person’s salary as a member of staff, or to their other conditions of employment.
- 4.12 The general manager must, on receiving a disclosure from a designated person, deal with the matter to which the disclosure relates or refer it to another person to deal with.
- 4.13 A disclosure by the general manager must, as soon as practicable after the disclosure is made, be laid on the table at a meeting of the council and the council must deal with the matter to which the disclosure relates or refer it to another person to deal with.

What disclosures must be made by council staff other than designated persons?

- 4.14 A member of staff of council, other than a designated person, must disclose in writing to their manager or the general manager the nature of any pecuniary interest they have in a matter they are dealing with as soon as practicable after becoming aware of the interest.

- 4.15 The staff member's manager or the general manager must, on receiving a disclosure under clause 4.14, deal with the matter to which the disclosure relates or refer it to another person to deal with.

What disclosures must be made by council advisers?

- 4.16 A person who, at the request or with the consent of the council or a council committee, gives advice on any matter at any meeting of the council or committee, must disclose the nature of any pecuniary interest the person has in the matter to the meeting at the time the advice is given. The person is not required to disclose the person's interest as an adviser.
- 4.17 A person does not breach clause 4.16 if the person did not know, and could not reasonably be expected to have known, that the matter under consideration at the meeting was a matter in which they had a pecuniary interest.

What disclosures must be made by a council committee member?

- 4.18 A council committee member must disclose pecuniary interests in accordance with clause 4.28 and comply with clause 4.29.
- 4.19 For the purposes of clause 4.18, a "council committee member" includes a member of staff of council who is a member of the committee.

What disclosures must be made by a councillor?

- 4.20 A councillor:
- (a) must prepare and submit written returns of interests in accordance with clause 4.21, and
 - (b) must disclose pecuniary interests in accordance with clause 4.28 and comply with clause 4.29 where it is applicable.

Disclosure of interests in written returns

- 4.21 A councillor or designated person must make and lodge with the general manager a return in the form set out in schedule 2 to this code, disclosing the councillor's or designated person's interests as specified in schedule 1 to this code within 3 months after:
- (a) becoming a councillor or designated person, and
 - (b) 30 June of each year, and
 - (c) the councillor or designated person becoming aware of an interest they are required to disclose under schedule 1 that has not been previously disclosed in a return lodged under paragraphs (a) or (b).
- 4.22 A person need not make and lodge a return under clause 4.21, paragraphs (a) and (b) if:
- (a) they made and lodged a return under that clause in the preceding 3 months, or
 - (b) they have ceased to be a councillor or designated person in the preceding 3 months.
- 4.23 A person must not make and lodge a return that the person knows or ought reasonably to know is false or misleading in a material particular.

- 4.24 The general manager must keep a register of returns required to be made and lodged with the general manager.
- 4.25 Returns required to be lodged with the general manager under clause 4.21(a) and (b) must be tabled at the first meeting of the council after the last day the return is required to be lodged.
- 4.26 Returns required to be lodged with the general manager under clause 4.21(c) must be tabled at the next council meeting after the return is lodged.
- 4.27 Information contained in returns made and lodged under clause 4.21 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2009* and any guidelines issued by the Information Commissioner.

Disclosure of pecuniary interests at meetings

- 4.28 A councillor or a council committee member who has a pecuniary interest in any matter with which the council is concerned, and who is present at a meeting of the council or committee at which the matter is being considered, must disclose the nature of the interest to the meeting as soon as practicable.
- 4.29 The councillor or council committee member must not be present at, or in sight of, the meeting of the council or committee:
 - (a) at any time during which the matter is being considered or discussed by the council or committee, or
 - (b) at any time during which the council or committee is voting on any question in relation to the matter.
- 4.30 In the case of a meeting of a board of a joint organisation, a voting representative is taken to be present at the meeting for the purposes of clauses 4.28 and 4.29 where they participate in the meeting by telephone or other electronic means.
- 4.31 A disclosure made at a meeting of a council or council committee must be recorded in the minutes of the meeting.
- 4.32 A general notice may be given to the general manager in writing by a councillor or a council committee member to the effect that the councillor or council committee member, or the councillor's or council committee member's spouse, de facto partner or relative, is:
 - (a) a member of, or in the employment of, a specified company or other body, or
 - (b) a partner of, or in the employment of, a specified person.Such a notice is, unless and until the notice is withdrawn or until the end of the term of the council in which it is given (whichever is the sooner), sufficient disclosure of the councillor's or council committee member's interest in a matter relating to the specified company, body or person that may be the subject of consideration by the council or council committee after the date of the notice.
- 4.33 A councillor or a council committee member is not prevented from being present at and taking part in a meeting at which a matter is being considered, or from voting on the matter, merely because the councillor or council committee member has an interest in the matter of a kind referred to in clause 4.6.

- 4.34 A person does not breach clauses 4.28 or 4.29 if the person did not know, and could not reasonably be expected to have known, that the matter under consideration at the meeting was a matter in which they had a pecuniary interest.
- 4.35 Despite clause 4.29, a councillor who has a pecuniary interest in a matter may participate in a decision to delegate consideration of the matter in question to another body or person.
- 4.36 Clause 4.29 does not apply to a councillor who has a pecuniary interest in a matter that is being considered at a meeting if:
- (a) the matter is a proposal relating to:
 - (i) the making of a principal environmental planning instrument applying to the whole or a significant portion of the council's area, or
 - (ii) the amendment, alteration or repeal of an environmental planning instrument where the amendment, alteration or repeal applies to the whole or a significant portion of the council's area, and
 - (b) the pecuniary interest arises only because of an interest of the councillor in the councillor's principal place of residence or an interest of another person (whose interests are relevant under clause 4.3) in that person's principal place of residence, and
 - (c) the councillor made a special disclosure under clause 4.37 in relation to the interest before the commencement of the meeting.
- 4.37 A special disclosure of a pecuniary interest made for the purposes of clause 4.36(c) must:
- (a) be in the form set out in schedule 3 of this code and contain the information required by that form, and
 - (b) be laid on the table at a meeting of the council as soon as practicable after the disclosure is made, and the information contained in the special disclosure is to be recorded in the minutes of the meeting.
- 4.38 The Minister for Local Government may, conditionally or unconditionally, allow a councillor or a council committee member who has a pecuniary interest in a matter with which the council is concerned to be present at a meeting of the council or committee, to take part in the consideration or discussion of the matter and to vote on the matter if the Minister is of the opinion:
- (a) that the number of councillors prevented from voting would be so great a proportion of the whole as to impede the transaction of business, or
 - (b) that it is in the interests of the electors for the area to do so.
- 4.39 A councillor or a council committee member with a pecuniary interest in a matter who is permitted to be present at a meeting of the council or committee, to take part in the consideration or discussion of the matter and to vote on the matter under clause 4.38, must still disclose the interest they have in the matter in accordance with clause 4.28.

PART 5 NON-PECUNIARY CONFLICTS OF INTEREST

What is a non-pecuniary conflict of interest?

- 5.1 Non-pecuniary interests are private or personal interests a council official has that do not amount to a pecuniary interest as defined in clause 4.1 of this code. These commonly arise out of family or personal relationships, or out of involvement in sporting, social, religious or other cultural groups and associations, and may include an interest of a financial nature.
- 5.2 A non-pecuniary conflict of interest exists where a reasonable and informed person would perceive that you could be influenced by a private interest when carrying out your official functions in relation to a matter.
- 5.3 The personal or political views of a council official do not constitute a private interest for the purposes of clause 5.2.
- 5.4 Non-pecuniary conflicts of interest must be identified and appropriately managed to uphold community confidence in the probity of council decision-making. The onus is on you to identify any non-pecuniary conflict of interest you may have in matters that you deal with, to disclose the interest fully and in writing, and to take appropriate action to manage the conflict in accordance with this code.
- 5.5 When considering whether or not you have a non-pecuniary conflict of interest in a matter you are dealing with, it is always important to think about how others would view your situation.

Managing non-pecuniary conflicts of interest

- 5.6 Where you have a non-pecuniary conflict of interest in a matter for the purposes of clause 5.2, you must disclose the relevant private interest you have in relation to the matter fully and in writing as soon as practicable after becoming aware of the non-pecuniary conflict of interest and on each occasion on which the non-pecuniary conflict of interest arises in relation to the matter. In the case of members of council staff other than the general manager, such a disclosure is to be made to the staff member's manager. In the case of the general manager, such a disclosure is to be made to the mayor.
- 5.7 If a disclosure is made at a council or committee meeting, both the disclosure and the nature of the interest must be recorded in the minutes on each occasion on which the non-pecuniary conflict of interest arises. This disclosure constitutes disclosure in writing for the purposes of clause 5.6.
- 5.8 How you manage a non-pecuniary conflict of interest will depend on whether or not it is significant.
- 5.9 As a general rule, a non-pecuniary conflict of interest will be significant where it does not involve a pecuniary interest for the purposes of clause 4.1, but it involves:
 - a) a relationship between a council official and another person who is affected by a decision or a matter under consideration that is particularly close, such as a current or former spouse or de facto partner, a relative for the purposes of clause 4.4 or another person from the council official's extended family that the council official has a close personal relationship with, or another person living in the same household
 - b) other relationships with persons who are affected by a decision or a matter under consideration that are particularly close, such as friendships and business relationships. Closeness is defined by the nature of the friendship or business

relationship, the frequency of contact and the duration of the friendship or relationship.

- c) an affiliation between the council official and an organisation (such as a sporting body, club, religious, cultural or charitable organisation, corporation or association) that is affected by a decision or a matter under consideration that is particularly strong. The strength of a council official's affiliation with an organisation is to be determined by the extent to which they actively participate in the management, administration or other activities of the organisation.
- d) membership, as the council's representative, of the board or management committee of an organisation that is affected by a decision or a matter under consideration, in circumstances where the interests of the council and the organisation are potentially in conflict in relation to the particular matter
- e) a financial interest (other than an interest of a type referred to in clause 4.6) that is not a pecuniary interest for the purposes of clause 4.1
- f) the conferral or loss of a personal benefit other than one conferred or lost as a member of the community or a broader class of people affected by a decision.

5.10 Significant non-pecuniary conflicts of interest must be managed in one of two ways:

- a) by not participating in consideration of, or decision making in relation to, the matter in which you have the significant non-pecuniary conflict of interest and the matter being allocated to another person for consideration or determination, or
- b) if the significant non-pecuniary conflict of interest arises in relation to a matter under consideration at a council or committee meeting, by managing the conflict of interest as if you had a pecuniary interest in the matter by complying with clauses 4.28 and 4.29.

5.11 If you determine that you have a non-pecuniary conflict of interest in a matter that is not significant and does not require further action, when disclosing the interest you must also explain in writing why you consider that the non-pecuniary conflict of interest is not significant and does not require further action in the circumstances.

5.12 If you are a member of staff of council other than the general manager, the decision on which option should be taken to manage a non-pecuniary conflict of interest must be made in consultation with and at the direction of your manager. In the case of the general manager, the decision on which option should be taken to manage a non-pecuniary conflict of interest must be made in consultation with and at the direction of the mayor.

5.13 Despite clause 5.10(b), a councillor who has a significant non-pecuniary conflict of interest in a matter, may participate in a decision to delegate consideration of the matter in question to another body or person.

5.14 Council committee members are not required to declare and manage a non-pecuniary conflict of interest in accordance with the requirements of this Part where it arises from an interest they have as a person chosen to represent the community, or as a member of a non-profit organisation or other community or special interest group, if they have been appointed to represent the organisation or group on the council committee.

Political donations

- 5.15 Councillors should be aware that matters before council or committee meetings involving their political donors may also give rise to a non-pecuniary conflict of interest.
- 5.16 Where you are a councillor and have received or knowingly benefitted from a reportable political donation:
- a) made by a major political donor in the previous four years, and
 - b) the major political donor has a matter before council,
- you must declare a non-pecuniary conflict of interest in the matter, disclose the nature of the interest, and manage the conflict of interest as if you had a pecuniary interest in the matter by complying with clauses 4.28 and 4.29. A disclosure made under this clause must be recorded in the minutes of the meeting.
- 5.17 For the purposes of this Part:
- a) a “reportable political donation” has the same meaning as it has in section 6 of the *Electoral Funding Act 2018*
 - b) “major political donor” has the same meaning as it has in the *Electoral Funding Act 2018*.
- 5.18 Councillors should note that political donations that are not a “reportable political donation”, or political donations to a registered political party or group by which a councillor is endorsed, may still give rise to a non-pecuniary conflict of interest. Councillors should determine whether or not such conflicts are significant for the purposes of clause 5.9 and take the appropriate action to manage them.
- 5.19 Despite clause 5.16, a councillor who has received or knowingly benefitted from a reportable political donation of the kind referred to in that clause, may participate in a decision to delegate consideration of the matter in question to another body or person.

Loss of quorum as a result of compliance with this Part

- 5.20 A councillor who would otherwise be precluded from participating in the consideration of a matter under this Part because they have a non-pecuniary conflict of interest in the matter is permitted to participate in consideration of the matter if:
- a) the matter is a proposal relating to:
 - i) the making of a principal environmental planning instrument applying to the whole or a significant portion of the council's area, or
 - ii) the amendment, alteration or repeal of an environmental planning instrument where the amendment, alteration or repeal applies to the whole or a significant portion of the council's area, and
 - b) the non-pecuniary conflict of interest arises only because of an interest that a person has in that person's principal place of residence, and
 - c) the councillor discloses the interest they have in the matter that would otherwise have precluded their participation in consideration of the matter under this Part in accordance with clause 5.6.

- 5.21 The Minister for Local Government may, conditionally or unconditionally, allow a councillor or a council committee member who is precluded under this Part from participating in the consideration of a matter to be present at a meeting of the council or committee, to take part in the consideration or discussion of the matter and to vote on the matter if the Minister is of the opinion:
- a) that the number of councillors prevented from voting would be so great a proportion of the whole as to impede the transaction of business, or
 - b) that it is in the interests of the electors for the area to do so.
- 5.22 Where the Minister exempts a councillor or committee member from complying with a requirement under this Part under clause 5.21, the councillor or committee member must still disclose any interests they have in the matter the exemption applies to, in accordance with clause 5.6.

Other business or employment

- 5.23 The general manager must not engage, for remuneration, in private employment, contract work or other business outside the service of the council without the approval of the council.
- 5.24 A member of staff must not engage, for remuneration, in private employment, contract work or other business outside the service of the council that relates to the business of the council or that might conflict with the staff member's council duties unless they have notified the general manager in writing of the employment, work or business and the general manager has given their written approval for the staff member to engage in the employment, work or business.
- 5.25 The general manager may at any time prohibit a member of staff from engaging, for remuneration, in private employment, contract work or other business outside the service of the council that relates to the business of the council, or that might conflict with the staff member's council duties.
- 5.26 A member of staff must not engage, for remuneration, in private employment, contract work or other business outside the service of the council if prohibited from doing so.
- 5.27 Members of staff must ensure that any outside employment, work or business they engage in will not:
- a) conflict with their official duties
 - b) involve using confidential information or council resources obtained through their work with the council including where private use is permitted
 - c) require them to work while on council duty
 - d) discredit or disadvantage the council
 - e) pose, due to fatigue, a risk to their health or safety, or to the health and safety of their co-workers.

Personal dealings with council

- 5.28 You may have reason to deal with your council in your personal capacity (for example, as a ratepayer, recipient of a council service or applicant for a development consent granted by council). You must not expect or request preferential treatment in relation to any matter in which

you have a private interest because of your position. You must avoid any action that could lead members of the public to believe that you are seeking preferential treatment.

- 5.29 You must undertake any personal dealings you have with the council in a manner that is consistent with the way other members of the community deal with the council. You must also ensure that you disclose and appropriately manage any conflict of interest you may have in any matter in accordance with the requirements of this code.

PART 6 PERSONAL BENEFIT

- 6.1 For the purposes of this Part, a gift or a benefit is something offered to or received by a council official or someone personally associated with them for their personal use and enjoyment.
- 6.2 A reference to a gift or benefit in this Part does not include:
- a) items with a value of \$10 or less
 - b) a political donation for the purposes of the *Electoral Funding Act 2018*
 - c) a gift provided to the council as part of a cultural exchange or sister-city relationship that is not converted for the personal use or enjoyment of any individual council official or someone personally associated with them
 - d) a benefit or facility provided by the council to an employee or councillor
 - e) attendance by a council official at a work-related event or function for the purposes of performing their official duties, or
 - f) free or subsidised meals, beverages or refreshments provided to council officials in conjunction with the performance of their official duties such as, but not limited to:
 - i) the discussion of official business
 - ii) work-related events such as council-sponsored or community events, training, education sessions or workshops
 - iii) conferences
 - iv) council functions or events
 - v) social functions organised by groups, such as council committees and community organisations.

Gifts and benefits

- 6.3 You must avoid situations that would give rise to the appearance that a person or body is attempting to secure favourable treatment from you or from the council, through the provision of gifts, benefits or hospitality of any kind to you or someone personally associated with you.
- 6.4 A gift or benefit is deemed to have been accepted by you for the purposes of this Part, where it is received by you or someone personally associated with you.

How are offers of gifts and benefits to be dealt with?

- 6.5 You must not:
- a) seek or accept a bribe or other improper inducement

- b) seek gifts or benefits of any kind
- c) accept any gift or benefit that may create a sense of obligation on your part, or may be perceived to be intended or likely to influence you in carrying out your public duty
- d) subject to clause 6.7, accept any gift or benefit of more than token value as defined by clause 6.9
- e) accept an offer of cash or a cash-like gift as defined by clause 6.13, regardless of the amount
- f) participate in competitions for prizes where eligibility is based on the council being in or entering into a customer–supplier relationship with the competition organiser
- g) personally benefit from reward points programs when purchasing on behalf of the council.

6.6 Where you receive a gift or benefit of any value other than one referred to in clause 6.2, you must disclose this promptly to your manager or the general manager in writing. The recipient, manager, or general manager must ensure that, at a minimum, the following details are recorded in the council's gift register:

- a) the nature of the gift or benefit
- b) the estimated monetary value of the gift or benefit
- c) the name of the person who provided the gift or benefit, and
- d) the date on which the gift or benefit was received.

6.7 Where you receive a gift or benefit of more than token value that cannot reasonably be refused or returned, the gift or benefit must be surrendered to the council, unless the nature of the gift or benefit makes this impractical.

Gifts and benefits of token value

6.8 You may accept gifts and benefits of token value. Gifts and benefits of token value are one or more gifts or benefits received from a person or organisation over a 12-month period that, when aggregated, do not exceed a value of \$100. They include, but are not limited to:

- a) invitations to and attendance at local social, cultural or sporting events with a ticket value that does not exceed \$100
- b) gifts of alcohol that do not exceed a value of \$100
- c) ties, scarves, coasters, tie pins, diaries, chocolates or flowers or the like
- d) prizes or awards that do not exceed \$100 in value.

Gifts and benefits of more than token value

6.9 Gifts or benefits that exceed \$100 in value are gifts or benefits of more than token value for the purposes of clause 6.5(d) and, subject to clause 6.7, must not be accepted.

6.10 Gifts and benefits of more than token value include, but are not limited to, tickets to major sporting events (such as international matches or matches in national sporting codes) with a ticket value that exceeds \$100, corporate hospitality at a corporate facility at major sporting

events, free or discounted products or services for personal use provided on terms that are not available to the general public or a broad class of persons, the use of holiday homes, artworks, free or discounted travel.

- 6.11 Where you have accepted a gift or benefit of token value from a person or organisation, you must not accept a further gift or benefit from the same person or organisation or another person associated with that person or organisation within a single 12-month period where the value of the gift, added to the value of earlier gifts received from the same person or organisation, or a person associated with that person or organisation, during the same 12-month period would exceed \$100 in value.
- 6.12 For the purposes of this Part, the value of a gift or benefit is the monetary value of the gift or benefit inclusive of GST.

“Cash-like gifts”

- 6.13 For the purposes of clause 6.5(e), “cash-like gifts” include but are not limited to, gift vouchers, credit cards, debit cards with credit on them, prepayments such as phone or internet credit, lottery tickets, memberships or entitlements to discounts that are not available to the general public or a broad class of persons.

Improper and undue influence

- 6.14 You must not use your position to influence other council officials in the performance of their official functions to obtain a private benefit for yourself or for somebody else. A councillor will not be in breach of this clause where they seek to influence other council officials through the proper exercise of their role as prescribed under the LGA.
- 6.15 You must not take advantage (or seek to take advantage) of your status or position with council, or of functions you perform for council, in order to obtain a private benefit for yourself or for any other person or body.

PART 7 RELATIONSHIPS BETWEEN COUNCIL OFFICIALS

Obligations of councillors and administrators

- 7.1 Each council is a body politic. The councillors or administrator/s are the governing body of the council. Under section 223 of the LGA, the role of the governing body of the council includes the development and endorsement of the strategic plans, programs, strategies and policies of the council, including those relating to workforce policy, and to keep the performance of the council under review.
- 7.2 Councillors or administrators must not:
- a) direct council staff other than by giving appropriate direction to the general manager by way of council or committee resolution, or by the mayor or administrator exercising their functions under section 226 of the LGA
 - b) in any public or private forum, direct or influence, or attempt to direct or influence, any other member of the staff of the council or a delegate of the council in the exercise of the functions of the staff member or delegate

- c) contact a member of the staff of the council on council-related business unless in accordance with the policy and procedures governing the interaction of councillors and council staff that have been authorised by the council and the general manager
- d) contact or issue instructions to any of the council's contractors, including the council's legal advisers, unless by the mayor or administrator exercising their functions under section 226 of the LGA.

7.3 Despite clause 7.2, councillors may contact the council's external auditor or the chair of the council's audit risk and improvement committee to provide information reasonably necessary for the external auditor or the audit, risk and improvement committee to effectively perform their functions.

Obligations of staff

7.4 Under section 335 of the LGA, the role of the general manager includes conducting the day-to-day management of the council in accordance with the strategic plans, programs, strategies and policies of the council, implementing without undue delay, lawful decisions of the council and ensuring that the mayor and other councillors are given timely information and advice and the administrative and professional support necessary to effectively discharge their official functions.

7.5 Members of staff of council must:

- a) give their attention to the business of the council while on duty
- b) ensure that their work is carried out ethically, efficiently, economically and effectively
- c) carry out reasonable and lawful directions given by any person having authority to give such directions
- d) give effect to the lawful decisions, policies and procedures of the council, whether or not the staff member agrees with or approves of them
- e) ensure that any participation in political activities outside the service of the council does not interfere with the performance of their official duties.

Inappropriate interactions

7.6 You must not engage in any of the following inappropriate interactions:

- a) councillors and administrators approaching staff and staff organisations to discuss individual or operational staff matters (other than matters relating to broader workforce policy), grievances, workplace investigations and disciplinary matters
- b) council staff approaching councillors and administrators to discuss individual or operational staff matters (other than matters relating to broader workforce policy), grievances, workplace investigations and disciplinary matters
- c) subject to clause 8.6, council staff refusing to give information that is available to other councillors to a particular councillor
- d) councillors and administrators who have lodged an application with the council, discussing the matter with council staff in staff-only areas of the council

- e) councillors and administrators approaching members of local planning panels or discussing any application that is either before the panel or that will come before the panel at some future time, except during a panel meeting where the application forms part of the agenda and the councillor or administrator has a right to be heard by the panel at the meeting
- f) councillors and administrators being overbearing or threatening to council staff
- g) council staff being overbearing or threatening to councillors or administrators
- h) councillors and administrators making personal attacks on council staff or engaging in conduct towards staff that would be contrary to the general conduct provisions in Part 3 of this code in public forums including social media
- i) councillors and administrators directing or pressuring council staff in the performance of their work, or recommendations they should make
- j) council staff providing ad hoc advice to councillors and administrators without recording or documenting the interaction as they would if the advice was provided to a member of the community
- k) council staff meeting with applicants or objectors alone AND outside office hours to discuss planning applications or proposals
- l) councillors attending on-site inspection meetings with lawyers and/or consultants engaged by the council associated with current or proposed legal proceedings unless permitted to do so by the council's general manager or, in the case of the mayor or administrator, unless they are exercising their functions under section 226 of the LGA.

PART 8 ACCESS TO INFORMATION AND COUNCIL RESOURCES

Councillor and administrator access to information

- 8.1 The general manager is responsible for ensuring that councillors and administrators can access information necessary for the performance of their official functions. The general manager and public officer are also responsible for ensuring that members of the public can access publicly available council information under the *Government Information (Public Access) Act 2009* (the GIPA Act).
- 8.2 The general manager must provide councillors and administrators with the information necessary to effectively discharge their official functions.
- 8.3 Members of staff of council must provide full and timely information to councillors and administrators sufficient to enable them to exercise their official functions and in accordance with council procedures.
- 8.4 Members of staff of council who provide any information to a particular councillor in the performance of their official functions must also make it available to any other councillor who requests it and in accordance with council procedures.
- 8.5 Councillors and administrators who have a private interest only in council information have the same rights of access as any member of the public.

- 8.6 Despite clause 8.4, councillors and administrators who are precluded from participating in the consideration of a matter under this code because they have a conflict of interest in the matter, are not entitled to request access to council information in relation to the matter unless the information is otherwise available to members of the public, or the council has determined to make the information available under the GIPA Act.

Councillors and administrators to properly examine and consider information

- 8.7 Councillors and administrators must ensure that they comply with their duty under section 439 of the LGA to act honestly and exercise a reasonable degree of care and diligence by properly examining and considering all the information provided to them relating to matters that they are required to make a decision on.

Refusal of access to information

- 8.8 Where the general manager or public officer determine to refuse access to information requested by a councillor or administrator, they must act reasonably. In reaching this decision they must take into account whether or not the information requested is necessary for the councillor or administrator to perform their official functions (see clause 8.2) and whether they have disclosed a conflict of interest in the matter the information relates to that would preclude their participation in consideration of the matter (see clause 8.6). The general manager or public officer must state the reasons for the decision if access is refused.

Use of certain council information

- 8.9 In regard to information obtained in your capacity as a council official, you must:
- a) subject to clause 8.14, only access council information needed for council business
 - b) not use that council information for private purposes
 - c) not seek or obtain, either directly or indirectly, any financial benefit or other improper advantage for yourself, or any other person or body, from any information to which you have access by virtue of your office or position with council
 - d) only release council information in accordance with established council policies and procedures and in compliance with relevant legislation.

Use and security of confidential information

- 8.10 You must maintain the integrity and security of confidential information in your possession, or for which you are responsible.
- 8.11 In addition to your general obligations relating to the use of council information, you must:
- a) only access confidential information that you have been authorised to access and only do so for the purposes of exercising your official functions
 - b) protect confidential information
 - c) only release confidential information if you have authority to do so
 - d) only use confidential information for the purpose for which it is intended to be used

- e) not use confidential information gained through your official position for the purpose of securing a private benefit for yourself or for any other person
- f) not use confidential information with the intention to cause harm or detriment to the council or any other person or body
- g) not disclose any confidential information discussed during a confidential session of a council or committee meeting or any other confidential forum (such as, but not limited to, workshops or briefing sessions).

Personal information

8.12 When dealing with personal information you must comply with:

- a) the *Privacy and Personal Information Protection Act 1998*
- b) the *Health Records and Information Privacy Act 2002*
- c) the Information Protection Principles and Health Privacy Principles
- d) the council's privacy management plan
- e) the Privacy Code of Practice for Local Government

Use of council resources

8.13 You must use council resources ethically, effectively, efficiently and carefully in exercising your official functions, and must not use them for private purposes, except when supplied as part of a contract of employment (but not for private business purposes), unless this use is lawfully authorised and proper payment is made where appropriate.

8.14 Union delegates and consultative committee members may have reasonable access to council resources and information for the purposes of carrying out their industrial responsibilities, including but not limited to:

- a) the representation of members with respect to disciplinary matters
- b) the representation of employees with respect to grievances and disputes
- c) functions associated with the role of the local consultative committee.

8.15 You must be scrupulous in your use of council property, including intellectual property, official services, facilities, technology and electronic devices and must not permit their misuse by any other person or body.

8.16 You must avoid any action or situation that could create the appearance that council property, official services or public facilities are being improperly used for your benefit or the benefit of any other person or body.

8.17 You must not use council resources (including council staff), property or facilities for the purpose of assisting your election campaign or the election campaigns of others unless the resources, property or facilities are otherwise available for use or hire by the public and any publicly advertised fee is paid for use of the resources, property or facility.

8.18 You must not use the council letterhead, council crests, council email or social media or other information that could give the appearance it is official council material:

- a) for the purpose of assisting your election campaign or the election campaign of others, or
- b) for other non-official purposes.

8.19 You must not convert any property of the council to your own use unless properly authorised.

Internet access

8.20 You must not use council's computer resources or mobile or other devices to search for, access, download or communicate any material of an offensive, obscene, pornographic, threatening, abusive or defamatory nature, or that could otherwise lead to criminal penalty or civil liability and/or damage the council's reputation.

Council record keeping

8.21 You must comply with the requirements of the *State Records Act 1998* and the council's records management policy.

8.22 All information created, sent and received in your official capacity is a council record and must be managed in accordance with the requirements of the *State Records Act 1998* and the council's approved records management policies and practices.

8.23 All information stored in either soft or hard copy on council supplied resources (including technology devices and email accounts) is deemed to be related to the business of the council and will be treated as council records, regardless of whether the original intention was to create the information for personal purposes.

8.24 You must not destroy, alter, or dispose of council information or records, unless authorised to do so. If you need to alter or dispose of council information or records, you must do so in consultation with the council's records manager and comply with the requirements of the *State Records Act 1998*.

Councillor access to council buildings

8.25 Councillors and administrators are entitled to have access to the council chamber, committee room, mayor's office (subject to availability), councillors' rooms, and public areas of council's buildings during normal business hours and for meetings. Councillors and administrators needing access to these facilities at other times must obtain authority from the general manager.

8.26 Councillors and administrators must not enter staff-only areas of council buildings without the approval of the general manager (or their delegate) or as provided for in the procedures governing the interaction of councillors and council staff.

8.27 Councillors and administrators must ensure that when they are within a staff only area they refrain from conduct that could be perceived to improperly influence council staff decisions.

PART 9 MAINTAINING THE INTEGRITY OF THIS CODE

Complaints made for an improper purpose

9.1 You must not make or threaten to make a complaint or cause a complaint to be made alleging a breach of this code for an improper purpose.

- 9.2 For the purposes of clause 9.1, a complaint is made for an improper purpose where it is trivial, frivolous, vexatious or not made in good faith, or where it otherwise lacks merit and has been made substantially for one or more of the following purposes:
- a) to bully, intimidate or harass another council official
 - b) to damage another council official's reputation
 - c) to obtain a political advantage
 - d) to influence a council official in the exercise of their official functions or to prevent or disrupt the exercise of those functions
 - e) to influence the council in the exercise of its functions or to prevent or disrupt the exercise of those functions
 - f) to avoid disciplinary action under the Procedures
 - g) to take reprisal action against a person for making a complaint alleging a breach of this code
 - h) to take reprisal action against a person for exercising a function prescribed under the Procedures
 - i) to prevent or disrupt the effective administration of this code under the Procedures.

Detrimental action

- 9.3 You must not take detrimental action or cause detrimental action to be taken against a person substantially in reprisal for a complaint they have made alleging a breach of this code.
- 9.4 You must not take detrimental action or cause detrimental action to be taken against a person substantially in reprisal for any function they have exercised under the Procedures.
- 9.5 For the purposes of clauses 9.3 and 9.4, a detrimental action is an action causing, comprising or involving any of the following:
- a) injury, damage or loss
 - b) intimidation or harassment
 - c) discrimination, disadvantage or adverse treatment in relation to employment
 - d) dismissal from, or prejudice in, employment
 - e) disciplinary proceedings.

Compliance with requirements under the Procedures

- 9.6 You must not engage in conduct that is calculated to impede or disrupt the consideration of a matter under the Procedures.
- 9.7 You must comply with a reasonable and lawful request made by a person exercising a function under the Procedures. A failure to make a written or oral submission invited under the Procedures will not constitute a breach of this clause.
- 9.8 You must comply with a practice ruling made by the Office under the Procedures.

Disclosure of information about the consideration of a matter under the Procedures

- 9.9 All allegations of breaches of this code must be dealt with under and in accordance with the Procedures.
- 9.10 You must not allege breaches of this code other than by way of a complaint made or initiated under the Procedures.
- 9.11 You must not make allegations about, or disclose information about, suspected breaches of this code at council, committee or other meetings, whether open to the public or not, or in any other forum, whether public or not.
- 9.12 You must not disclose information about a complaint you have made alleging a breach of this code or a matter being considered under the Procedures except for the purposes of seeking legal advice, unless the disclosure is otherwise permitted under the Procedures.
- 9.13 Nothing under this Part prevents a person from making a public interest disclosure to an appropriate public authority or investigative authority under the *Public Interest Disclosures Act 1994*.

Complaints alleging a breach of this Part

- 9.14 Complaints alleging a breach of this Part by a councillor, the general manager or an administrator are to be managed by the Office. This clause does not prevent the Office from referring an alleged breach of this Part back to the council for consideration in accordance with the Procedures.
- 9.15 Complaints alleging a breach of this Part by other council officials are to be managed by the general manager in accordance with the Procedures.

SCHEDULE 1: DISCLOSURES OF INTERESTS AND OTHER MATTERS IN WRITTEN RETURNS SUBMITTED UNDER CLAUSE 4.21

Part 1: Preliminary

Definitions

1. For the purposes of the schedules to this code, the following definitions apply:

address means:

- a) in relation to a person other than a corporation, the last residential or business address of the person known to the councillor or designated person disclosing the address, or
- b) in relation to a corporation, the address of the registered office of the corporation in New South Wales or, if there is no such office, the address of the principal office of the corporation in the place where it is registered, or
- c) in relation to any real property, the street address of the property.

de facto partner has the same meaning as defined in section 21C of the *Interpretation Act 1987*.

disposition of property means a conveyance, transfer, assignment, settlement, delivery, payment or other alienation of property, including the following:

- a) the allotment of shares in a company
- b) the creation of a trust in respect of property
- c) the grant or creation of a lease, mortgage, charge, easement, licence, power, partnership or interest in respect of property
- d) the release, discharge, surrender, forfeiture or abandonment, at law or in equity, of a debt, contract or chose in action, or of an interest in respect of property
- e) the exercise by a person of a general power of appointment over property in favour of another person
- f) a transaction entered into by a person who intends by the transaction to diminish, directly or indirectly, the value of the person's own property and to increase the value of the property of another person.

gift means a disposition of property made otherwise than by will (whether or not by instrument in writing) without consideration, or with inadequate consideration, in money or money's worth passing from the person to whom the disposition was made to the person who made the disposition, but does not include a financial or other contribution to travel.

interest means:

- a) in relation to property, an estate, interest, right or power, at law or in equity, in or over the property, or

- b) in relation to a corporation, a relevant interest (within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth) in securities issued or made available by the corporation.

listed company means a company that is listed within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth.

occupation includes trade, profession and vocation.

professional or business association means an incorporated or unincorporated body or organisation having as one of its objects or activities the promotion of the economic interests of its members in any occupation.

property includes money.

return date means:

- a) in the case of a return made under clause 4.21(a), the date on which a person became a councillor or designated person
- b) in the case of a return made under clause 4.21(b), 30 June of the year in which the return is made
- c) in the case of a return made under clause 4.21(c), the date on which the councillor or designated person became aware of the interest to be disclosed.

relative includes any of the following:

- a) a person's spouse or de facto partner
- b) a person's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- c) a person's spouse's or de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- d) the spouse or de facto partner of a person referred to in paragraphs (b) and (c).

travel includes accommodation incidental to a journey.

Matters relating to the interests that must be included in returns

2. *Interests etc. outside New South Wales:* A reference in this schedule or in schedule 2 to a disclosure concerning a corporation or other thing includes any reference to a disclosure concerning a corporation registered, or other thing arising or received, outside New South Wales.
3. *References to interests in real property:* A reference in this schedule or in schedule 2 to real property in which a councillor or designated person has an interest includes a reference to any real property situated in Australia in which the councillor or designated person has an interest.
4. *Gifts, loans etc. from related corporations:* For the purposes of this schedule and schedule 2, gifts or contributions to travel given, loans made, or goods or services supplied, to a councillor or designated person by two or more corporations that are related to each other for the purposes of section 50 of the *Corporations Act 2001* of the Commonwealth are all given, made or supplied by a single corporation.

Part 2: Pecuniary interests to be disclosed in returns

Real property

5. A person making a return under clause 4.21 of this code must disclose:
 - a) the street address of each parcel of real property in which they had an interest on the return date, and
 - b) the street address of each parcel of real property in which they had an interest in the period since 30 June of the previous financial year, and
 - c) the nature of the interest.
6. An interest in a parcel of real property need not be disclosed in a return if the person making the return had the interest only:
 - a) as executor of the will, or administrator of the estate, of a deceased person and not as a beneficiary under the will or intestacy, or
 - b) as a trustee, if the interest was acquired in the ordinary course of an occupation not related to their duties as the holder of a position required to make a return.
7. An interest in a parcel of real property need not be disclosed in a return if the person ceased to hold the interest prior to becoming a councillor or designated person.
8. For the purposes of clause 5 of this schedule, “interest” includes an option to purchase.

Gifts

9. A person making a return under clause 4.21 of this code must disclose:
 - a) a description of each gift received in the period since 30 June of the previous financial year, and
 - b) the name and address of the donor of each of the gifts.
10. A gift need not be included in a return if:
 - a) it did not exceed \$500, unless it was among gifts totalling more than \$500 made by the same person during a period of 12 months or less, or
 - b) it was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - c) the donor was a relative of the donee, or
 - d) subject to paragraph (a), it was received prior to the person becoming a councillor or designated person.
11. For the purposes of clause 10 of this schedule, the amount of a gift other than money is an amount equal to the value of the property given.

Contributions to travel

12. A person making a return under clause 4.21 of this code must disclose:

- a) the name and address of each person who made any financial or other contribution to the expenses of any travel undertaken by the person in the period since 30 June of the previous financial year, and
 - b) the dates on which the travel was undertaken, and
 - c) the names of the states and territories, and of the overseas countries, in which the travel was undertaken.
13. A financial or other contribution to any travel need not be disclosed under this clause if it:
- a) was made from public funds (including a contribution arising from travel on free passes issued under an Act or from travel in government or council vehicles), or
 - b) was made by a relative of the traveller, or
 - c) was made in the ordinary course of an occupation of the traveller that is not related to their functions as the holder of a position requiring the making of a return, or
 - d) did not exceed \$250, unless it was among gifts totalling more than \$250 made by the same person during a 12-month period or less, or
 - e) was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - f) was made by a political party of which the traveller was a member and the travel was undertaken for the purpose of political activity of the party in New South Wales, or to enable the traveller to represent the party within Australia, or
 - g) subject to paragraph (d) it was received prior to the person becoming a councillor or designated person.
14. For the purposes of clause 13 of this schedule, the amount of a contribution (other than a financial contribution) is an amount equal to the value of the contribution.

Interests and positions in corporations

15. A person making a return under clause 4.21 of this code must disclose:
- a) the name and address of each corporation in which they had an interest or held a position (whether remunerated or not) on the return date, and
 - b) the name and address of each corporation in which they had an interest or held a position in the period since 30 June of the previous financial year, and
 - c) the nature of the interest, or the position held, in each of the corporations, and
 - d) a description of the principal objects (if any) of each of the corporations, except in the case of a listed company.
16. An interest in, or a position held in, a corporation need not be disclosed if the corporation is:
- a) formed for the purpose of providing recreation or amusement, or for promoting commerce, industry, art, science, religion or charity, or for any other community purpose, and
 - b) required to apply its profits or other income in promoting its objects, and

c) prohibited from paying any dividend to its members.

17. An interest in a corporation need not be disclosed if the interest is a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company.
18. An interest or a position in a corporation need not be disclosed if the person ceased to hold the interest or position prior to becoming a councillor or designated person.

Interests as a property developer or a close associate of a property developer

19. A person making a return under clause 4.21 of this code must disclose whether they were a property developer, or a close associate of a corporation that, or an individual who, is a property developer, on the return date.

20. For the purposes of clause 19 of this schedule:

close associate, in relation to a corporation or an individual, has the same meaning as it has in section 53 of the *Electoral Funding Act 2018*.

property developer has the same meaning as it has in Division 7 of Part 3 of the *Electoral Funding Act 2018*.

Positions in trade unions and professional or business associations

21. A person making a return under clause 4.21 of the code must disclose:
- a) the name of each trade union, and of each professional or business association, in which they held any position (whether remunerated or not) on the return date, and
 - b) the name of each trade union, and of each professional or business association, in which they have held any position (whether remunerated or not) in the period since 30 June of the previous financial year, and
 - c) a description of the position held in each of the unions and associations.
22. A position held in a trade union or a professional or business association need not be disclosed if the person ceased to hold the position prior to becoming a councillor or designated person.

Dispositions of real property

23. A person making a return under clause 4.21 of this code must disclose particulars of each disposition of real property by the person (including the street address of the affected property) in the period since 30 June of the previous financial year, under which they wholly or partly retained the use and benefit of the property or the right to re-acquire the property.
24. A person making a return under clause 4.21 of this code must disclose particulars of each disposition of real property to another person (including the street address of the affected property) in the period since 30 June of the previous financial year, that is made under arrangements with, but is not made by, the person making the return, being a disposition under which the person making the return obtained wholly or partly the use of the property.
25. A disposition of real property need not be disclosed if it was made prior to a person becoming a councillor or designated person.

Sources of income

26. A person making a return under clause 4.21 of this code must disclose:
- a) each source of income that the person reasonably expects to receive in the period commencing on the first day after the return date and ending on the following 30 June, and
 - b) each source of income received by the person in the period since 30 June of the previous financial year.
27. A reference in clause 26 of this schedule to each source of income received, or reasonably expected to be received, by a person is a reference to:
- a) in relation to income from an occupation of the person:
 - (i) a description of the occupation, and
 - (ii) if the person is employed or the holder of an office, the name and address of their employer, or a description of the office, and
 - (iii) if the person has entered into a partnership with other persons, the name (if any) under which the partnership is conducted, or
 - b) in relation to income from a trust, the name and address of the settlor and the trustee, or
 - c) in relation to any other income, a description sufficient to identify the person from whom, or the circumstances in which, the income was, or is reasonably expected to be, received.
28. The source of any income need not be disclosed by a person in a return if the amount of the income received, or reasonably expected to be received, by the person from that source did not exceed \$500, or is not reasonably expected to exceed \$500, as the case may be.
29. The source of any income received by the person that they ceased to receive prior to becoming a councillor or designated person need not be disclosed.
30. A fee paid to a councillor or to the mayor or deputy mayor under sections 248 or 249 of the LGA need not be disclosed.

Debts

31. A person making a return under clause 4.21 of this code must disclose the name and address of each person to whom the person was liable to pay any debt:
- a) on the return date, and
 - b) at any time in the period since 30 June of the previous financial year.
32. A liability to pay a debt must be disclosed by a person in a return made under clause 4.21 whether or not the amount, or any part of the amount, to be paid was due and payable on the return date or at any time in the period since 30 June of the previous financial year, as the case may be.
33. A liability to pay a debt need not be disclosed by a person in a return if:

- a) the amount to be paid did not exceed \$500 on the return date or in the period since 30 June of the previous financial year, as the case may be, unless:
 - (i) the debt was one of two or more debts that the person was liable to pay to one person on the return date, or at any time in the period since 30 June of the previous financial year, as the case may be, and
 - (ii) the amounts to be paid exceeded, in the aggregate, \$500, or
- b) the person was liable to pay the debt to a relative, or
- c) in the case of a debt arising from a loan of money the person was liable to pay the debt to an authorised deposit-taking institution or other person whose ordinary business includes the lending of money, and the loan was made in the ordinary course of business of the lender, or
- d) in the case of a debt arising from the supply of goods or services:
 - (i) the goods or services were supplied in the period of 12 months immediately preceding the return date, or were supplied in the period since 30 June of the previous financial year, as the case may be, or
 - (ii) the goods or services were supplied in the ordinary course of any occupation of the person that is not related to their duties as the holder of a position required to make a return, or
- e) subject to paragraph (a), the debt was discharged prior to the person becoming a councillor or designated person.

Discretionary disclosures

34. A person may voluntarily disclose in a return any interest, benefit, advantage or liability, whether pecuniary or not, that is not required to be disclosed under another provision of this Schedule.

SCHEDULE 2: FORM OF WRITTEN RETURN OF INTERESTS SUBMITTED UNDER CLAUSE 4.21

'Disclosures by councillors and designated persons' return

1. The pecuniary interests and other matters to be disclosed in this return are prescribed by Schedule 1 of the Model Code of Conduct for Local Councils in NSW (the Model Code of Conduct).
2. If this is the first return you have been required to lodge with the general manager after becoming a councillor or designated person, do not complete Parts C, D and I of the return. All other parts of the return should be completed with appropriate information based on your circumstances at the return date, that is, the date on which you became a councillor or designated person.
3. If you have previously lodged a return with the general manager and you are completing this return for the purposes of disclosing a new interest that was not disclosed in the last return you lodged with the general manager, you must complete all parts of the return with appropriate information for the period from 30 June of the previous financial year or the date on which you became a councillor or designated person, (whichever is the later date), to the return date which is the date you became aware of the new interest to be disclosed in your updated return.
4. If you have previously lodged a return with the general manager and are submitting a new return for the new financial year, you must complete all parts of the return with appropriate information for the 12-month period commencing on 30 June of the previous year to 30 June this year.
5. This form must be completed using block letters or typed.
6. If there is insufficient space for all the information you are required to disclose, you must attach an appendix which is to be properly identified and signed by you.
7. If there are no pecuniary interests or other matters of the kind required to be disclosed under a heading in this form, the word "NIL" is to be placed in an appropriate space under that heading.

Important information

This information is being collected for the purpose of complying with clause 4.21 of the Model Code of Conduct.

You must not lodge a return that you know or ought reasonably to know is false or misleading in a material particular (see clause 4.23 of the Model Code of Conduct). Complaints about breaches of these requirements are to be referred to the Office of Local Government and may result in disciplinary action by the council, the Chief Executive of the Office of Local Government or the NSW Civil and Administrative Tribunal.

The information collected on this form will be kept by the general manager in a register of returns. The general manager is required to table all returns at a council meeting.

Information contained in returns made and lodged under clause 4.21 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2009* and any guidelines issued by the Information Commissioner.

You have an obligation to keep the information contained in this return up to date. If you become aware of a new interest that must be disclosed in this return, or an interest that you have previously failed to disclose, you must submit an updated return within three months of becoming aware of the previously undisclosed interest.

Disclosure of pecuniary interests and other matters by *[full name of councillor or designated person]*
as at *[return date]*
in respect of the period from *[date]* to *[date]*
[councillor's or designated person's signature]
[date]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
--	--------------------

B. Sources of income

1 Sources of income I reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
---------------------------	--	--

2 Sources of income I reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
-----------------------------	-----------------------------

3 Sources of other income I reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June

Sources of other income I received at any time since 30 June

[Include description sufficient to identify the person from whom, or the circumstances in which, that income was received]

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
---	---------------------------

D. Contributions to travel

Name and address of each person who made any financial or other contributions to travel undertaken	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth
--	--------------------------------------	---

contribution to any travel undertaken
by me at any time since 30 June

and overseas
countries in which
travel was
undertaken

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest (if any) or held a position at the return date/at any time since 30 June	Nature of interest position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
--	--------------------------------------	---

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
---	-------------------------

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

I. Dispositions of property

1 Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

J. Discretionary disclosures

SCHEDULE 3: FORM OF SPECIAL DISCLOSURE OF PECUNIARY INTEREST SUBMITTED UNDER CLAUSE 4.37

1. This form must be completed using block letters or typed.
2. If there is insufficient space for all the information you are required to disclose, you must attach an appendix which is to be properly identified and signed by you.

Important information

This information is being collected for the purpose of making a special disclosure of pecuniary interests under clause 4.36(c) of the Model Code of Conduct for Local Councils in NSW (the Model Code of Conduct).

The special disclosure must relate only to a pecuniary interest that a councillor has in the councillor's principal place of residence, or an interest another person (whose interests are relevant under clause 4.3 of the Model Code of Conduct) has in that person's principal place of residence.

Clause 4.3 of the Model Code of Conduct states that you will have a pecuniary interest in a matter because of the pecuniary interest of your spouse or your de facto partner or your relative or because your business partner or employer has a pecuniary interest. You will also have a pecuniary interest in a matter because you, your nominee, your business partner or your employer is a member of a company or other body that has a pecuniary interest in the matter.

"Relative" is defined by clause 4.4 of the Model Code of Conduct as meaning your, your spouse's or your de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child and the spouse or de facto partner of any of those persons.

You must not make a special disclosure that you know or ought reasonably to know is false or misleading in a material particular. Complaints about breaches of these requirements are to be referred to the Office of Local Government and may result in disciplinary action by the Chief Executive of the Office of Local Government or the NSW Civil and Administrative Tribunal.

This form must be completed by you before the commencement of the council or council committee meeting at which the special disclosure is being made. The completed form must be tabled at the meeting. Everyone is entitled to inspect it. The special disclosure must be recorded in the minutes of the meeting.

Special disclosure of pecuniary interests by [*full name of councillor*]

in the matter of [*insert name of environmental planning instrument*]

which is to be considered at a meeting of the [*name of council or council committee (as the case requires)*]

to be held on the day of 20 .

Pecuniary interest

Address of the affected principal place of residence of the councillor or an associated person, company or body (the identified land)	
Relationship of identified land to the councillor [Tick or cross one box.]	<input type="checkbox"/> The councillor has an interest in the land (e.g. is the owner or has another interest arising out of a mortgage, lease, trust, option or contract, or otherwise). <input type="checkbox"/> An associated person of the councillor has an interest in the land. <input type="checkbox"/> An associated company or body of the councillor has an interest in the land.
Matter giving rise to pecuniary interest ¹	
Nature of the land that is subject to a change in zone/planning control by the proposed LEP (the subject land) ² [Tick or cross one box]	<input type="checkbox"/> The identified land. <input type="checkbox"/> Land that adjoins or is adjacent to or is in proximity to the identified land.
Current zone/planning control [Insert name of current planning instrument and identify relevant zone/planning control applying to the subject land]	
Proposed change of zone/planning control [Insert name of proposed LEP and identify proposed change of zone/planning control applying to the subject land]	
Effect of proposed change of zone/planning control on councillor or associated person [Insert one of the following: "Appreciable financial gain" or "Appreciable financial loss"]	

[If more than one pecuniary interest is to be declared, reprint the above box and fill in for each additional interest.]

Councillor's signature

Date

¹ Clause 4.1 of the Model Code of Conduct provides that a pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person. A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to the matter, or if the interest is of a kind specified in clause 4.6 of the Model Code of Conduct.

² A pecuniary interest may arise by way of a change of permissible use of land adjoining, adjacent to or in proximity to land in which a councillor or a person, company or body referred to in clause 4.3 of the Model Code of Conduct has a proprietary interest.

[This form is to be retained by the council's general manager and included in full in the minutes of the meeting]

Responsibilities

Mayor: responsible for the role and functions assigned to the Mayor by the Code of Conduct.

Councillors: required to ensure compliance with the Code of Conduct.

General Manager: responsible for the overall control and implementation of the Code of Conduct as well as for the role and functions assigned to the general manager by the procedures.

Deputy General Managers: responsible for the control of the Code of Conduct and procedures within their area of responsibility.

Leaders: responsible for the control of the Code of Conduct and procedures within their area of responsibility.

Supervisors: required to ensure compliance with the Code of Conduct and ensure compliance by subordinate staff.

Employees: required to ensure compliance with the Code of Conduct.

Others (Administrators, independent conduct reviewers, members of council committees including the conduct review committee and delegates of the council): required to ensure compliance with the Code of Conduct.

References

The Local Government Act 1993

Local Government (General) Regulation 2005

OLG Model Code of Conduct for Local Councils in NSW – 2020 – located on the OLG website

Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW – 2020 – located on the OLG website

Procedures for the Administration of the Code of Conduct for Cabonne Council – located in council's policy register

Public Interest Disclosures (Internal Reporting) Policy – located in council's policy register

Councillor Interaction with Staff Policy – included in council's Human Resources Manual

History

Minute No.	Summary of Changes	New Version Date
94/6/56	From the Department of Local Government & Co-operatives	20 June 1994
96/1/22	Adopted by new Council in accordance with the requirements of the LGA 1993	15 January 1996
99/10/9	Adopted by new Council in accordance with the requirements of the LGA 1993	18 October 1999
05/01/9	Adopted new Model Code of Conduct as recommended by DLG	17 January 2005
08/07/11	Adopted new Model Code of Conduct as recommended by DLG	21 July 2008
09/07/12	Associated Updated Guidelines For The Model Code Of Conduct For Local Councils In NSW (October 2008)	20 July 2009
10/02/17	Readopted by Council	15 February 2010
10/05/18	Readopted by Council reformatted with numbering to be consistent with DLG Model Code numbering. and an amendment requiring the General Manager to provide quarterly rather than annual reports (12.33).	17 May 2010
13/02/24	Amended to DLG Model Code of Conduct March 2013 (Note: reporting reverted to annually in Procedures for the Administration of the Code of Conduct for Cabonne Council).	19 February 2013
13/09/30	Readopted as per s165(4)	17 September 2013
16/04/26	<p>Updated for changes following from the commencement of the Local Government Amendment (Councillor Misconduct and Poor Performance) Act 2015 including addition of an expanded definition of misconduct (Part 9) and clarification of councillors' participation in voting during planning decisions in which a pecuniary interest is involved (4.29).</p> <p>Also updated references (various) to Division of Local Government to Office of Local Government (OLG) and clarified the public officer's responsibilities (7.1).</p>	26 April 2016

18/07/14	Readopted as per s165(4)	24 July 2018
19/02/12	Changes made to reflect December 2018 update to the Model Code of Conduct for Local Councils in NSW. Detailed changed found at Doc ID 992937.	26 February 2019
20/09/17	Changes made to reflect the Model Code of Conduct amendments in response to the decision by the Supreme Court in the matter of Cornish v Secretary, Department of Planning, Industry and Environment [2019] NSWSC 1134.	22 September 2020
22/11/15	Updated to reflect changes to the organisational structure and position titles	22 November 2022

STATEMENT OF BUSINESS ETHICS

The following aims to provide standards of ethical behaviour, guidelines for staff when conducting business and the standards required of council officials, contractors, and other external parties.

Key Business Principals and Values

- Integrity and impartiality
- Value for money
- Accountability and transparency
- Safety, respect and sustainability
- Responsiveness
- Teamwork

What external business parties can expect from Cabonne Council

Council will ensure that its policies and procedures governing the purchasing of goods and services are consistent with a high standard of ethical conduct.

In doing so, council will;

- Comply with council policies and procedures, laws and regulations
- Act fairly in the treatment of all council suppliers
- Deal ethically and honestly with suppliers, and pay accounts on time
- Encourage open competition and seek value for money
- Aim to minimise cost to suppliers participating in the procurement process
- Provide access to information unless there is an overriding public interest against disclosure
- Protect confidential or proprietary information
- Always be transparent, accountable and act in the public interest
- Avoid any conflicts of interest (whether actual or perceived)
- Not accept remuneration, gifts or other benefits from a supplier or applicant for performing official duties
- Respond to reasonable requests for advice and information without delay
- Use public resources effectively and efficiently
- Actively promote the integrity and reputation of the public sector by always acting in the public interest, and not engage in any activities that would bring the public sector into disrepute

- When assessing all other factors as equal, potentially give preference to goods and services from local business.

What Cabonne Council expects of external business partners

In all business dealings with council, commercial partners should;

- Act ethically, fairly and honestly
- Comply with relevant legislation, regulations, policies and contractual obligations
- When requested, provide clear, concise and accurate information in a timely manner
- Respect the conditions and requirements stated in documents supplied by council
- Use council equipment, resources and information only for the purpose which it is made available by council
- Treat all council information as confidential unless otherwise advised by council
- Respect the obligations of council staff to comply with policies, legislation, regulations and Codes of Conduct
- Not act fraudulently or secretively
- Ensure that any sub-contractors are aware of council's policies and procedures, and the consequence of not complying
- Not discuss council dealings with the media, unless given prior express consent by Council
- Not offer council staff any financial or other inducements which may lead to, or be seen as leading to, gaining an unfair advantage in dealings with council
- Declare an actual or perceived conflict of interest
- At all times, be courteous towards the public, council staff and councillors and not bring council into disrepute
- Report any suspected unethical or corrupt conduct on the part of a council official, in writing, to the General Manager.

All suppliers of goods and services to council must declare to council (at the earliest opportunity) if they or any of the employees or sub-contractors:

- Have been convicted for fraud or a fraud-related offence;
- Have been bankrupt, placed into external administration or into liquidation; or
- Have had any corrupt finding or been identified as a person of interest by the Independent Commission Against Corruption (ICAC).

Consequences of not complying

There are serious consequences for not complying with Cabonne Council's ethical requirements when doing business with us. Demonstrated corrupt or unethical conduct could lead to the following:

- Termination of contracts, agreement or order

- Loss of future work
- Loss of reputation
- Investigation for corruption
- Matters being referred for criminal investigation.

Guidelines

Incentives, gifts, benefits and hospitality

Councillors and council employees cannot receive benefits, gifts, incentives or entertainment from any external parties. If a token gift is offered to council for cultural reasons, and the gift has no bearing on current or future purchasing or business, it may be received at the discretion of the General Manager. Council staff are expected to pay for all their own meals. This requirement can be waived only if a clear underlying business purpose exists, such as a catered course or conference, and the value and frequency of such functions is not excessive.

Conflicts of Interest

Conflicts of interest may occur when an individual could be influenced, or could be reasonably perceived to be influenced, by a personal interest when carrying out public duties. A conflict of interest can involve avoiding personal disadvantage as well as gaining personal advantage.

All council staff are required to disclose any conflicts of interest to the General Manager as soon as practicably possible. Should a conflict of interest arise or be recognised by a supplier during the dealing with council, they must notify and declare this conflict of interest to council in writing.

Sponsorship

Council will not ask for, consider or enter into any sponsorship or similar arrangement that is not open and transparent, or where such activity creates a perception that it could be part of an attempt to improperly influence decision-making processes.

Confidentiality and Intellectual Property

Any information which is marked confidential, or which a reasonable person would expect to be confidential, should be treated as such and not shared with any unauthorised party.

Access, licence or use of intellectual property rights must be negotiated during the formation of a contract or agreement between council and external parties. No individual or organisation is entitled to acquire any intellectual property rights because they are employed by or have a contract with the council.

Communication and Cooperation

To avoid misunderstandings, it is important to use written correspondence for communication involving business-related decisions. Verbal communication should be followed up with written confirmation of decisions or commitments made.

Unless there is a valid reason not to, meetings should be held either on council premises or on-site. A written record of commitments given at meetings should be made and endorsed by all parties. All communication should be clear, direct and accountable to minimise the risk of perception of inappropriate influence within a business relationship.

Secondary Employment and Post-Separation Employment

Council staff are required to obtain approval from the General Manager prior to commencing secondary simultaneous employment. Approval will not be granted where there is a potential to create a real or perceived conflict of interest between their public duty and other employment.

Council staff will not use their position, or council information, to secure private employment. Commercial partners and suppliers should not offer council employees private employment which conflicts with their public duties.

Council staff are not permitted to engage in private work with any person that has an interest in a proposed or current contract with council.

Former staff members must not disclose confidential information obtained during their employment or convert any property of the council to their own use unless properly authorised. Former employees who have dealings with council need to ensure that they do not seek, or appear to seek, favourable treatment or access to confidential information.

Expectations Regarding Contractors and sub-contractors

All contractors and sub-contractors are expected to comply with the guidelines in this statement. Suppliers are responsible for making any of their sub-contractors aware of their compliance obligations.

Public Comment

Council staff are not permitted to provide public endorsement on behalf of council, or on behalf of companies or their products, without proper authorisation. Non-council employees must not make any public comment or statement that would lead anyone to believe that they are representing council, or expressing views or policies, whether at public or community meetings, via the media, or when it is reasonable that comments or statements will become known to the public at large.

Fraud and Corruption

Council has zero tolerance for corrupt conduct, maladministration, serious and substantial waste of public money, government information contravention, and other forms of serious wrongdoing. Our commercial partners are expected to report any conduct or matter that they become aware of where they suspect fraud, corruption or wrongdoing involving council.

Travel and Accommodation

Council meets approved business travel and accommodation costs for its employees. Any variations must first be approved by the General Manager.

Safety

It is expected that council and those who conduct business with the council will ensure that workplace safety is of paramount importance and that all legislative and procedural safety requirements are complied with.

Contractors, volunteers and other stakeholders engaged to perform work for Council must be aware of and comply with NSW WHS legislation.

Responsibilities

Carriage of the policy is the responsibility of the General Manager. Implementation of this policy is the responsibility of all workers of council.

Communication

This statement will be publicly available on council's website. It will also be included in council's suite of contractor documentation to be provided to commercial partners.

Chain of Responsibility

Contractors, volunteers and other stakeholders engaged to perform work for Council must be aware of and comply with the Chain of Responsibility (CoR) Safety Management System.

Reporting Unethical Behaviour

Reports of unethical behaviour, fraud, corruption, maladministration or waste can be made to the Council's General Manager at:

99-101 Bank Street

PO Box 17

Molong NSW 2866

Phone: (02) 6392 3200

Email: council@cabonne.nsw.gov.au

External reports may also be made to:

- Independent Commission Against Corruption (02) 82815999 or 1800 463 909
- NSW Ombudsman (02) 9286 1000
- NSW Office of Local Government (02) 4428 4100

History

Minute No.	Summary of Changes	New Version Date
21/02/09	Introduced and adopted by council on 23 February 2021	23 February 2021
22/09/16	Transferred onto new template and readopted as per s165(4)	27 September 2022

WORKPLACE HEALTH & SAFETY POLICY STATEMENT

POLICY & COMMITMENT

Cabonne Council acknowledges its responsibility to provide a workplace that is safe for its workers and those directly affected by its undertakings and manage risks to health and safety within the workplace in accordance with the requirements of the WHS Act 2011 and WHS Regulation 2017, and other relevant legal and regulatory requirements. Cabonne Council will work toward establishing, implement and maintain a Work Health and Safety Management System (WHSMS) that conforms with ISO45001:2018. The Work Health and Safety Management System forms the foundation of a proactive, systematic and coordinated approach to the management of health and safety risks arising out of the business' undertakings that embraces the risk management principles prescribed in AS/NZS 31000:2009 and provides for fair and effective workplace consultation, cooperation and issue resolution in relation to work health and safety. Everyone within the workplace has a work health and safety responsibility. Cabonne Council's Work Health and Safety Management System will aim to provide a framework to support all persons with a responsibility in upholding that responsibility daily.

AIMS

- Provide and maintain safe plant and structures
- Provide and maintain safe systems of work
- Safe use, handling and storage of substances, structures and plant
- Provide and maintain adequate facilities for the welfare of workers
- Provide adequate information, training, supervision for its workers
- Provide health monitoring for its workers
- Provide and maintain a work environment without risk to health and safety

WHS OBJECTIVES

- Complying with WHS obligations as per relevant legislation
- Monitoring, reviewing, reporting including audits and continuous improvement of the WHSMS
- Identification and management of work health and safety risks arising from the business' undertakings
- Actively working towards the prevention of workplace injury

WHS RESPONSIBILITIES

EXECUTIVE LEADERSHIP TEAM

The General Manager, Deputy General Managers and those involved in strategic decision making must exercise due diligence in ensuring that Cabonne Council complies with the duties of a PCBU defined in Section 19 of the WHS Act 2011.

WORKERS

Workers have a duty to take reasonable care of themselves and others at the workplace. A worker includes a person who carries out work in any capacity for Council including work as: an employee, a contractor, subcontractor, outworker, volunteer, apprentice or trainee and work experience students.

VISITORS

Visitors to Council's workplaces have a duty to take reasonable care of themselves and others at the workplace and cooperate with any reasonable instruction given by an employee of Cabonne Council.

This policy has been approved by the General Manager and will be reviewed again by 31 December 2022.

Bradley Byrnes
GENERAL MANAGER

Date: 23 August 2022

CABONNE COUNCIL

WORK HEALTH & SAFETY POLICY STATEMENT

**A SIGNED COPY OF PAGE 1 OF THIS DOCUMENT IS TO
BE DISPLAYED ACROSS ALL AREAS OF THE ORGANISATION.**

History

Issued Date	Doc No. & Version	Endorsed
05/12/2019	Original Document	23 February 2021
Review Date	Doc No. & Version	Reason for Review
17/12/2020	WHS 002 V2 12/20	Annual Review
16/12/2021	WHS 002 V3 12/21	Annual Review
23/08/2022	WHS 002 V4 08/22	Template Change